722.

SUPREME COURT OF THE UNITED STATES.

No. 129.

ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, & REBECCA P. HUDGINS, EXECUTRIX OF ALBERT G. HUDGINS, DEC'D, APPELLANTS,

vs.

WYNDHAM KEMP, ASSIGNEE IN BANKRUPTCY OF JOHN L. HUDGINS.

APPEAL FROM THE CIRCUIT COURT U. S. FOR THE EASTERN DISTRICT OF VIRGINIA.

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Pleas in the United States court for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, on the 27th day of June, 1855.

Be it remembered, that heretofore, to wit, on the 19th day of May, 1845, came Edmund Christian, general assignee in bankruptcy of John L. Hudgins, a bankrupt, and filed his bill against Robert Hudgins, John L. Hudgins, Elliot W. Hudgins, and Albert G. Hudgins, which said bill is in the words and figures following, to wit:

"*Bill.*"

To the Judges of the Circuit of the United States for the eastern district of Virginia.

Edmund Christian, general assignee in bankruptcy in said district, and assignee in bankruptcy of John L. Hudgins, a bankrupt, brings this, his bill, against Robert Hudgins, of Elizabeth City county, and a citizen of the State of Virginia, and John L. Hudgins, of Matthews' county, and also citizen of Virginia, and against Elliott W. Hudgins and Albert G. Hudgins, also citizens of Virginia; and thereupon, your orator complains and says: That on about the 23d day of February, 1843, the said John L. Hudgins filed his petition in the said district court of the United States for the eastern district of Virginia, praying that he might have the benefit of the act of Congress approved August 19th, 1841, entitled an act to establish a uniform system of bankruptcy throughout the United States, and that he might be deemed and declared a bankrupt under said law; and the usual and proper proceedings having been taken under and upon said petition, by the judgment and declaration of said court, pronounced on the 20th day of May, 1843, the said John L. Hudgins was duly adjudged and declared to be a bankrupt; and your orator, the said Edmund Christian, general assignee as aforesaid, was thereupon duly appointed by said court the assignee in bankruptcy of said John L. Hudgins, and thereby all the property and rights of property, whether real, personal, or mixed, of said John L. Hudgins, bankrupt as aforesaid, were vested in your orator as such assignee, and he was authorized to claim, sue for, recover and receive all property, rights of property, right and credits belonging or due to said bankrupt, and also all which he may have conveyed or transferred fraudulently and with intent to hinder, delay, or defraud the creditors of said John L. Hudgins, or in contemplation of bankruptcy; and intending to take the benefit of said law of Congress.

Your orator exhibits herewith a copy of said decree in bankruptcy, and prays that the same may be taken as part hereof, and he will here-

after exhibit, if necessary, a full copy of the said proceedings on the petition of the said John L. Hudgins to be made a bankrupt.

And your orator further shows to the court, that the said John L. Hudgins, in contemplation of bankruptcy, and intending to apply for the benefit of said act of Congress, being largely involved in debts, either as principal or security, and to an amount, as your orator charges, greater than the value of his whole estate, and among said debts, owing many on which judgments had been rendered, which remained, and still remain, unsatisfied, and on which executions were then in the hands of the sheriff of Matthews county, while he was concealing himself and property for the purpose of avoiding the service of legal process on his person and his property, and with the view and intent to hinder, delay, and defraud his creditors, made several conveyances to his relations and members of his family, purporting to be for valuable consideration, whereby he conveyed away, or pretended to convey away, his whole property of every description, real and personal; among others, under the circumstances aforesaid, and with the said fraudulent purposes and intent, he made a deed which bears date the 21st February, 1842, but, which your orator charges, was really executed on or about the 8th August, 1842, when the same was admitted to record, whereby he conveyed to said Robert Hudgins, for the pretended consideration of $5,000, "to him in hand paid, or secured to be paid," the several tracts of land following, to wit: One tract of one hundred acres by estimation called Belle Isle; a tract of land containing nine hundred acres purchased of Mordecai Cook, and a tract of seventy acres in Cow Neck, adjoining Wm. Yates, all in the county of Matthews, being all the lands owned by him in said county, which said lands, however, were expressly made subject to the judgments that then bound the lands by operation of law, and also to the claim or claims of Elliott W. Hudgins and Albert G. Hudgins to the tract called Bell Isle.

Your orator is not informed what is the nature or extent of the claims of said Elliott W. Hudgins and Albert G. Hudgins; but they are made parties hereto, in order that they may show their claims, if any they have. Many, if not all, the judgment creditors whose rights are reserved by said deed, have proved their debts before the commissioner in bankruptcy, and are, of course, represented by your orator as assignee.

Now your orator has been informed and charges, that the said deed to said Robert Hudgins was fraudulently made without any sale or contract of sale between said John L. and Robert Hudgins; that the consideration mentioned therein was nominal and pretended, and not real; that the said consideration was neither paid, nor has been secured to be paid, nor was intended at the time of said conveyance to be paid, or secured to be paid, nor was the said deed in fact executed and delivered at the time it bears date; nor even in fact delivered to said Robert Hudgins at all, in any other way than by having the same put on record by the procurement of said John L. Hudgins. On the con-

trary, your orator charges, that it was made with the fraudulent design to cover said property by a pretended sale and conveyance, so as to defraud the creditors; and with the intention and expectation that the same should be re-conveyed to said John L. Hudgins, in case he should be relieved from his debts, and with the intent, in the mean time, to hinder, delay, and defraud his creditors. And your orator charges, that the said Robert Hudgins participated in said fraud, by allowing his name to be used as a pretended grantee in said conveyance, with a view to aid and assist said John L. Hudgins in his contemplated fraud on his creditors.

Your orator charges, then, that the said conveyance is fraudulent and void, and ought to be set aside, and the said property decreed to be sold for the benefit of the creditors of said John L. Hudgins in bankruptcy. In any event, however, the said land is subject to the claims of the judgment creditors of said John L. Hudgins; many of whom have proved their claims in bankruptcy as aforesaid, and are now represented by your orator; and even if the title of said Robert Hudgins to said land be valid, he is responsible to your orator for the unpaid purchase-money of $5,000, and all the land conveyed by said deed is subject to the equitable lien therefor, as well for the judgments.

Your orator further shows to the court, that the said John L. Hudgins has remained in possession and enjoyment of said property, precisely as before said conveyance, and still is in possession of it, pretending, however, to hold the same as the property of said Robert Hudgins, by virtue of the fraudulent deed aforesaid.

And, forasmuch as your orator is remediless in the premises, save by the interposition of this court, where matters of this sort are cognisable and reliable: To the end, therefore, that the said Robert Hudgins, John L. Hudgins, Elliott W. Hudgins, and Albert G. Hudgins, may, if they can, show why your orator should not have the relief hereby prayed for, and may, upon their several and respective oaths, and according to the best and utmost of their several and respective knowledge, remembrance, information, and belief, full, true, direct, and perfect answer, make to such of the several interrogatories hereinafter numbered and set forth, as by the note here under written, they are respectively requested to answer, that is to say:

1. Whether at the time of making said deed from John L. Hudgins to Robert Hudgins, the said John L. Hudgins, within the knowledge of said Robert Hudgins, was not deeply involved in debt; and whether the debts he then owed, as principal and surety, was not believed to exceed in amount the whole value of his property?

2. Whether the said conveyance was not made under the apprehension of his said property being subjected to the payment of his said debts, and with a view to cover the said property, so as to obstruct and prevent the said creditors from the recovery of said debts?

3. Whether said conveyance was made in pursuance of any previous contract or agreement to sell or purchase the said land by said Robert

from said John L., or whether it was merely the voluntary act of said John L., without the knowledge or concurrence of said Robert Hudgins?

4. Whether the said Robert has ever paid or secured any part of the consideration mentioned in said deed of $5,000, and, if it be pretended, that he how, and at what time was such payment or security given or made?

5. Whether, if said John L. Hudgins pretends to have received any such payment or security, he has applied or disposed of the money or security; and when and in what manner, and to whom?

6. Whether the said John L. Hudgins has not remained, since said deed, in the uninterrupted possession and enjoyment of said land as if he still owned the same; and whether the said Robert has exercised any act of ownership over the same; and if so, how and when?

7. Whether the said deed was ever, in fact, delivered to said Robert Hudgins in any other way than by the said John L. Hudgins having the same put on record; or, if it was so delivered, at what time?

8. Whether many, if not all, of the judgments referred to in said conveyance as binding the said lands, are not now still unsatisfied, and whether any of them have been paid since said conveyance; and if so, by whom?

9. Whether Albert G. Hudgins and Elliott W. Hudgins have now any claim to said tract of land called Belle Isle; and if so, what is their claim?

And your orator prays that the said conveyance from John L. to Robert Hudgins may be declared null and void as to the creditors of said John L. Hudgins, whether by judgment at the time or otherwise; that the said deed, bearing date the 21st February, 1842, may be set aside as fraudulent, and be decreed to be delivered to him, to be sold for distribution among the creditors of said John L. in bankruptcy; or if not avoided altogether, that the land therein conveyed be held subject to the claims of the judgment-creditors of said John L., whose debts are yet unsatisfied; and also be held chargeable for the unpaid purchase-money, if the sale be bona fide and valid.

And your orator prays that he may have such other and further relief as is consistent with equity and the nature of his case may require; and for that purpose he prays that a subpœna may issue against the said Robert Hudgins, John L. Hudgins, Elliott W. Hudgins, and Albert G. Hudgins, &c.

J. M. PATTON, *p. q.*

NOTE.—The said John L. Hudgins and Robert Hudgins are each required to answer the interrogatories numbered respectively 1, 2, 3, 4, 5, 6, 7, 8; and Elliott W. Hudgins and Albert G. Hudgins are each required to answer the interrogatory numbered 9.

PATTON, *p. q.*

19th May, 1845.

The following are copies of exhibits referred to in the bill:

"*Exhibit.*"

In the United States District Court for the eastern district of Virginia.
May 20th, 1843.

Jno. L. Hudgins having heretofore filed his petition, duly verified, praying to be declared a bankrupt, and satisfactory proof being made of due publication of notice to all persons interested to appear in court and show cause against said petitioner, and no cause being shown to the contrary, and the said petition and proof having been inspected and considered by the court, and being found in conformity with the requirements of the act of Congress:

It is thereupon ordered and decreed, that the said petitioner be, and he is hereby, declared and decreed a bankrupt, pursuant to the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," passed the 19th day of August, 1841.

A copy. Teste:

[SEAL.] P. MAYO, *Clerk.*

Exhibit.

This indenture, made this the 21st day of February, in the year our Lord one thousand eight hundred and forty-two, John L. Hudgins, of Matthews county, of the one part, and Robert Hudgins, of Elizabeth City county, of the other part, witnesseth: That the said John L. Hudgins, for and in consideration of the sum of five thousand dollars of lawful money of Virginia, to him in hand paid or secured to be paid by the said Robert Hudgins, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged by the said John L. Hudgins, hath granted, bargained, sold, aliened, enfeoffed and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff and confirm unto the said Robert Hudgins, his heirs and assigns forever, all that certain tract of land, with the appurtenances, situate, lying, and being in the county of Matthews, commonly called and known by the name of Belle Isle, containing by estimation one hundred acres of land, more or less; also all that tract or parcel of land I purchased of Mordecai Cooke and others, containing nine hundred acres, more or less, the *hold* of the said lands bounded as follows, to wit: north by Queen's creek, east and south by Houlder Hudgins, sr., and other lands, west the main road on Gwyn's ridge; also a tract or or piece or parcel of land in Cow Neck, in the county aforesaid, containing seventy acres, more or less, adjoining the lands of Mrs. Yates and others: To have and to hold said tracts, parcels, or *peaces* of lands and all other the premises hereby granted, bargained, and sold, or mentioned or intended to be hereby granted, bargained and sold, and every part and parcel thereof, with their and every of their appurtenances, unto the said Robert Hudgins, his heirs and assigns forever, to the only proper use and behoof of him the said Robert Hudgins, his heirs and assigns forever; the said lands, however, now granted, to be subject to

the judgments that now bind the said lands by the operation of law; and also the claim or claims of Elliott W. Hudgins and Albert G. Hudgins to said tract of land commonly called and known by the name of Belle Isle. And the said John L. Hudgins doth hereby grant for him and his heirs, that he, the said John L. Hudgins and his heirs, the said tracts or parcels of land and premises hereby granted and mentioned to be granted, and every part and parcel thereof, with all and singular their and every of their rights and appurtenances, unto the said Robert Hudgins, his heirs and assigns, against him the said John L. Hudgins, and his heirs, and against all and every other person and persons, with the above exceptions mentioned, whatsoever, shall and will warrant and forever defend by these presents.

In witness whereof, the said John L. Hudgins hath hereunto set his hand and affixed his seal the day and year first above written.

JOHN L. HUDGINS, [SEAL.]

Signed, sealed, and delivered in the presence of—

Teste: PARKER B. RICHARDSON,
GEORGE W. FOSTER,
CARY H. SIMMONS.

In Matthews County Quarterly Court, Monday, August 8th, 1842.

This deed was this day in open court proved by the oaths of Parker B. Richardson, George W. Foster, and Cary H. Simmons, the subscribing witnesses to the same, and ordered to be recorded.

Teste: SHEPARD G. MILLER, *C. C.*
A copy. Teste: SHEPARD G. MILLER, *C. C.*

And thereupon a subpœna was issued, which, with the return and endorsements thereon, is in the words and figures following, to wit:

Subpœna.

The President of the United States of America to Robert Walker, greeting:

You are hereby commanded to summon Robert Hudgins, John L. Hudgins, Elliott W. Hudgins, and Albert G. Hudgins, to appear before the judges of the court of the United States for the fourth circuit, in the eastern Virginia district, at the city of Richmond, on the first Monday of July next, and answer a bill in chancery exhibited against them in the said court, by Edmund Christian, general assignee in bankruptcy in said district, and assignee in bankruptcy of John L. Hudgins; and have then and there this writ.

Witness Roger B. Taney, chief justice of the United States, at Richmond, this 19th day of May, one thousand eight hundred and forty-five, and in the sixty-ninth year of the independence of the United States of America. P. MAYO, *Cl'k.*

Memo.

The def'ts are to enter their appearance in this suit on or before the return-day of this subpœna, or the bill will be taken for confessed.

Teste: P. MAYO, *Cl'k.*

Return.

"Executed 26th June, 1845, on Ro. Hudgins, E. W. Hudgins, and A. G. Hudgins; and on John L. Hudgins the 28th of June, 1845, by delivering to each of them a true copy of the within subpœna.

RO. WALKER."

This day personally appeared before me Robert Walker, who made oath that the above statement is correct.

Given under my hand this 9th July, 1845.

L. CARRINGTON, *J. P.*

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, on Monday, the 19th day of May, 1845:

Order.

EDMUND CHRISTIAN, assigneee of John L. Hudgins in bankruptcy, pltff., against ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, defts.

Ordered that in this suit, the marshal being a party interested, all process shall be directed to Robert Walker, a disinterested person appointed by the court for the purpose, who is to execute and return the same.

And afterwards, to wit, at rules held in the clerk's office of said court, on the first Monday in July, 1845, this cause was continued until the then next rules for answer. The subpœna not having been executed twenty days before the return-day.

And afterwards, to wit, at rules held in the clerk's office of said court, on the first Monday in September, 1845, the bill was taken for confessed as to all the defendants.

And afterwards, to wit, at rules held in the clerk's office of said court, on the first Monday in October, 1845, the cause was set down for hearing.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, on Saturday, November 29th, 1845:

Order.

EDMUND CHRISTIAN, assignee of John L. Hudgins in bankruptcy, pl'ff, against ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, deft's.

On motion of Robert Hudgins, John L. Hudgins, and Albert G.

Hudgins, by counsel, leave is given them to file their answers to the bill of the plaintiff, and thereupon they filed the same; to which answers the plaintiff, by counsel, replied generally.

Which said answers are as follows, to wit:

"*Answer of Ro. Hudgins.*"

The answer of Robert Hudgins to a bill of complaint exhibited against himself and John L. Hudgins, in the circuit court of the United States for the eastern district of Virginia, by Edmund Christian, general assignee in bankruptcy, and assignee of the said Robert Hudgins.

This respondent, saving and reserving to himself all benefit of exceptions to the said bill, for answer thereto, answers and says, that it is true his co-defendant, John L. Hudgins, did execute to him the conveyance, which bears date on the 21st day of February, in the year 1842, and was recorded on the 8th day of August, 1842, and of which a copy is exhibited with the bill; but it is untrue that that conveyance is tainted with any fraud on the part of this respondent, or which he is in any wise cognisant. The said conveyance was made in consequence of a fair purchase made by this respondent from the grantor of the property conveyed by it, at the price expressed in the conveyance, which price was paid by this respondent to the said John L. Hudgins, as will be seen by his receipts which will be exhibited to the court as soon as the necessary proof to verify them is taken—copies of them are herewith exhibited. The judgments mentioned in the conveyance are judgments against the said John L. Hudgins as security for Thomas Hudgins, and not for the proper debts of the said John L. Hudgins. They have all been since paid off, as this respondent believes, by money arising from the sales of property of the said Thomas Hudgins, but if they had not been actually satisfied, this respondent insists that they have been discharged by the operation of the Bankrupt law, in every case in which the plaintiff has proved his case under the said law, upon the petition of John L. Hudgins as a bankrupt; and if not paid off or discharged, they still bind the land, as he supposes.

The interest of Elliott W. Hudgins and Albert G. Hudgins in the Belle Isle tract of land is a contingent remainder in fee, under the will of their grandfather, John Anderson, as this respondent is informed.

This respondent expressly denies that he has been a participant in any manner of fraud, in respect to the said conveyance, and denies every such allegation and imputation in the bill. And having fully answered, he prays to be hence dismissed with his costs, &c.

ROBERT HUDGINS.
JAMES LYONS,
Counsel for Respondent.

ELIZABETH CITY COUNTY, *to wit:*

This day Robert Hudgins personally appeared before me, a justice of the peace for the county aforesaid, and made oath that the allega-

tions and statements of the annexed answer, which are made upon his own knowledge, are true, and those which rest upon information derived from others, he believes to be true.

Given under my hand, this 29th October, 1845.

JAMES M. VAUGHAN, *J. P.*

"*Answer of J. L. Hudgins.*"

The answer of John L. Hudgins to a bill of complaint exhibited against himself and Robert Hudgins, in the circuit court of the United States for the eastern district of Virginia, by Edmund Christian, general assignee in bankruptcy, and assignee of the said John L. Hudgins.

This respondent, saving and reserving to himself all benefit of exceptions to the said bill, for answer thereto, answers and says, that it is true he did execute, to his co-defendant, Robert Hudgins, the conveyance which bears date on the 21st day of February, in the year 1842, and was recorded on the 8th day of August, 1842, and of which a copy is exhibited with the bill; but it is untrue that that conveyance is tainted with any fraud on the part of this respondent, or which he is in any wise cognisant. The said conveyance was made in consequence of a fair sale made by this respondent to the grantee of the property conveyed by it, at the price expressed in the conveyance; which price was received by this respondent from the said Robert Hudgins, as will be seen by his receipts, which will be exhibited to the court as soon as the necessary proof to verify them is taken—copies of them are herewith exhibited.

The judgments mentioned in the conveyance are judgments against the said John L. Hudgins as security for Thos. Hudgins, and not for the proper debts of the said John L. Hudgins. They have all been, as this respondent believes, since paid off by money arising from the sales of property of the said Thos. Hudgins; but if they had not been actually satisfied, this respondent insists that they have been discharged by the operation of the Bankrupt law, in every case in which the plaintiff has proved his case under the said law, upon the petition of John L. Hudgins as a bankrupt, and if not paid off or discharged, they still bind the land, as he supposes.

The interest of Elliott W. Hudgins and Albert G. Hudgins in the Belle Isle tract of land is a contingent remainder in fee, under the will of their grandfather, John Anderson, as this respondent knows.

This respondent answers that he has disposed of the purchase-money to his own purposes. This respondent expressly denies that he has been a participant in any manner of fraud, in respect to the said conveyance, and denies every such allegation and imputation in the bill. And having fully answered, he prays to be hence dismissed with his costs, &c.

JAMES LYONS,
Counsel for the Respondent,
JOHN L. HUDGINS.

ELIZABETH CITY COUNTY, *to wit:*

This day John L. Hudgins personally appeared before me, a justice of the peace for the county aforesaid, and made oath that the allegations and statements of the annexed answer, which are made upon his own knowledge, are true, and those which rest upon information derived from others, he believes to be true.

Given under my hand, this 23d day of August, 1845.

JAMES M. VAUGHAN, *J. P.*

The receipts referred to in the foregoing answers do not appear to have been filed.

Answer of A. G. Hudgins.

The answer of Albert G. Hudgins to a bill of complaint exhibited against himself and Elliott W. Hudgins, in the circuit court of the United States for the eastern district of Virginia, by Edmund Christian.

This respondent, saving and reserving to himself all benefit of exceptions to the said bill, for answer thereto, answers and says, the interest of Albert G. Hudgins and Elliott W. Hudgins, in the Belle Isle tract of land, is a contingent remainder in fee, under the will of their grandfather, John Anderson. And having fully answered, he prays to be hence dismissed with his costs, &c.

A. G. HUDGINS.

ELIZABETH CITY COUNTY, *to wit:*

This day, Albert G. Hudgins personally appeared before me, a justice of the peace for the county aforesaid, and made oath that the allegations and statements of the annexed answer, which are made upon his own knowlege, are true, and those which rest upon information derived from others, he believes to be true.

Given under my hand this 19th day of November, 1845.

JAMES M. VAUGHAN, *J. P.*

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, 29th Nov'r, 1845:

EDMUND CHRISTIAN, assignee of John L. Hudgins, in bankruptcy, pl'ff,
against
ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, def'ts.

By consent of parties, by their counsel, it is ordered that the parties in this case may hereafter take depositions in the mode authorized by the practice of the courts of chancery in Virginia, and that such depositions may be read as if taken in the mode prescribed by the rules of the Supreme Court and the laws of Congress, subject to all exceptions as to admissibility or want of sufficiency of notice.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, on the 12th day of May, 1846:

EDMUND CHRISTIAN, assignee of John L. Hudgins, in bankruptcy, pl'ff,
against
ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, def'ts.

It is ordered by the court that this case be continued, with leave to the parties to take depositions, according to the order made by consent of parties at November term, 1845. And the court being satisfied, upon the affidavits filed, that sufficient notice was not given to the plaintiff by the defendants, when the depositions filed by the defendants were taken, it is further ordered, that the said depositions stand only upon condition that the witnesses be again produced, and an opportunity afforded to the plaintiff, or his counsel, to cross-examine them.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, on Wednesday, May 19th, 1847:

EDMUND CHRISTIAN, assignee of John L. Hudgins, in bankruptcy, pl'ff,
against
ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, def'ts.

The defendants moving for a continuance of this cause, and the plaintiff objecting to such continuance, except upon the conditions hereinafter mentioned, the court doth order that the said case be continued till the next term, upon condition that the depositions, which have been taken on behalf of the plaintiff, may be read at the hearing, as if taken in the mode prescribed by the acts of Congress and the rules of the Supreme Court; and upon the further condition that the defendants in the last case and all others are to be restrained from selling timber or otherwise committing waste upon or doing injury to the lands therein mentioned, pending the suit, and an injunction is awarded to enjoin and restrain them accordingly.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, on the 15th day of May, 1848:

EDMUND CHRISTIAN, assignee of John L. Hudgins, in bankruptcy, pl'ff,
against
ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, def'ts.

This cause came on this day to be heard, and was argued by counsel.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, on Tuesday, the 16th day of May, 1848:

EDMUND CHRISTIAN, assignee of John L. Hudgins, in bankruptcy, pl'ff,
against
ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, def'ts.

The argument of counsel in this cause was this day further heard.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, on Wednesday, the 17th day of May, 1848:

EDMUND CHRISTIAN, assignee of John L. Hudgins, in bankruptcy, pl'ff,
against
ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, def'ts.

The argument of counsel in this cause was this day concluded.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, on Thursday, 18th May, 1848:

EDMUND CHRISTIAN, assignee of John L. Hudgins, in bankruptcy, pl'ff,
against
ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, deft's.

This cause came on to be heard at this term, and was argued by counsel; and thereupon, upon consideration thereof, it was ordered, adjudged and decreed, as follows, to wit: that the deed from John L. Hudgins to Robert Hudgins, bearing date the 21st day of February, 1842, and admitted to record in the court of Matthews county the 8th day of August, 1842, was contrived of fraud, with intent to defraud the creditors of the said John L. Hudgins of their lawful debts, and therefore the same is set aside. It was further ordered, adjudged and decreed, that Edmund Christian, who is hereby appointed receiver of this court for that purpose, do forthwith take possession of the property conveyed by the said deed, and take the profits thereof, and rent out the said property from time to time, and collect the said rents, and, if necessary, make distress therefor, until the future order of the court, and report his proceedings to the court; and that accounts be taken by commissioner William F. Watson, as master in chancery, of the rents

and profits of the said property separately, from the 8th day of August, 1842, to the 23d day of February, 1843, and from the day last mentioned to the time of so taking possession, which accounts the said commissioner is to report to the court, with any matters specially stated, deemed pertinent by himself, or which may be required by any of the parties to be so stated.

The following is a copy of the report of the receiver, Edmund Christian, made in pursuance of the foregoing decree, and filed on the 5th day of December, 1848:

Receiver's Report.

To the Circuit Court of the United States for the fourth circuit and eastern district of Virginia.

In the case of EDMUND CHRISTIAN, assignee of John L. Hudgins, in bankruptcy, pl'ff, against ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, & ALBERT G. HUDGINS, def'ts. } In Chancery.

The undersigned respectfully reports, that in pursuance of the annexed decree, he took possession, on the 2d day of June, 1848, of the land commonly called and known by the name of Belle Isle, containing, by estimation, one hundred acres, more or less; and also the adjoining tract or parcel of land purchased of Mordecai Cooke and others, containing, by estimation, nine hundred acres, more or less, situate, lying and being in the county of Matthews, conveyed by John L. Hudgins to Robert Hudgins, by deed bearing date on the 21st day of February, 1842, and admitted to record in court of Matthews county the 8th day of August, 1842, which he rented, together with the property named in the annexed list, to Thomas J. Hudgins, for two hundred dollars, and took his obligation, with John J. Burke security, payable on the first day of January, one thousand eight hundred and forty-nine.

EDMUND CHRISTIAN.

The following is a copy of a report by commissioner W. F. Watson, made in pursuance of the decree of the 18th day of May, 1848, and filed in the cause on the 30th day of November, 1848:

Comm'rs Report.

COMMISSIONER'S OFFICE,
RICHMOND, 30*th November*, 1848.

In the United States Court for the fourth circuit and eastern district of Virginia.

EDMUND CHRISTIAN, assignee of John L. Hudgins, in bankruptcy, pl'ff, against ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, def'ts. } In Chancery.

In accordance with the decree pronounced in this case, on the 18th

day of May last, I have to report that notices were duly served on the parties, in which Monday, the 18th day of September last, at 12 m., at this office, was the time and place fixed upon to discharge the duties required of me by the said decree. The parties not all appearing, I entered an adjournment of proceedings to the same place and hour, on the 6th of November following, and, according to the rule of the court in such cases, gave a second notice to the parties, (which has been duly served and returned,) informing them, if they did not appear on that day, I should proceed ex parte, and report my proceedings to the court. On that day, some of the parties defendant appeared, and the plaintiff, in consequence of the illness of the counsel for the plaintiff, who resides in the lower country, depositions were not taken as contemplated; the result is, that I cannot report in the case upon the points required, not having the proper information. The case, therefore, stands open for the depositions, (which are to be taken,) and for any action the parties may desire to take before me.

By the spring term of the court, a full report, I presume, can be made.

Respectfully reported,

WM. F. WATSON,
Commissioner.

The following is a copy of the report of Commissioner W. F. Watson, filed the 19th day of May, 1851:

Comm'rs Report.

COMMISSIONER'S OFFICE,
RICHMOND, 10*th May*, 1851.

In the United States Court for the fourth circuit and eastern district of Virginia.

EDMUND CHRISTIAN, assignee of John L. Hudgins, in bankruptcy, pl'ff, against ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, def'ts. } In Chancery.

In the second case, to wit:

CHRISTIAN, assignee of J. L. Hudgins, vs. ROBERT, JOHN L., ELLIOTT W., and ALBERT G. HUDGINS.

I am directed—

1st. To take an account of the rents and profits, separately, of the property conveyed by John L. to Robert Hudgins, by the deed of the 21st February, 1842, (and admitted to record in the court of Matthews county, on the 8th of August, 1842,) from the 8th August, 1842, to the 23d of February, 1843.

2d. An account of the rents and profits of the said property, from 23d February, 1843, to the 2d of June, 1848, (the time of the taking possession of the said property by the plaintiff.)

In reference to the value of this land per annum, various witnesses have been examined, and, according to their testimony, taking something like an average estimate, the annual rental would be $130; at which rate, the rent from the 8th of August, 1842, to 23d February, 1843, would amount to the sum of - - - - - - $70 06

From the 23d February, 1843, to 2d June, 1848, the amount would be - - - - - - - - - - - - 686 11

If, however, the rule suggested by Mr. Lyons, the counsel for Ro. W. Hudgins, should prevail, (and upon which rule I have made an alternative statement in the 1st case,) to wit: that the rent obtained by the assignee (the plaintiff) for this property should be the guide, and not the depositions, the rental would be at $150 per annum, (the rent obtained by the assignee.)

From the 8th August, 1842, to 23d February, 1843 - - $80 84
From the 23d February, 1843, to 2d June, 1848 - - 791 67

If, however, another rule insisted upon by the same counsel should prevail, (and upon which I have commented at page 3, in this report,) to wit: that the rents and profits should not go back to a period anterior to the institution of this suit:

The rental would be, from the 19th May, 1845, (when the suit was instituted,) to 2d June, 1848, at $130 per annum - - $394 69
And for the same period, at $150 per annum - - - 455 41

All these statements refer to the *rental* of the property. Profits arose from the sale of timber. There is upon this point a deal of testimony, a large portion of which is so indefinite as not to amount to anything. I will endeavor to ascertain the amount derived from this source; and

1st. From the 8th August, 1842, to the 23d February, 1843, viz: B. Foster states that *Andrew* Hudgins resided on the land aforesaid; *his employment was cutting timber, wood, and staves;* he also states, that from the 23d February, 1843, to the time of the taking possession of the land by this plaintiff, that Th. Hudgins, son of J. L. Hudgins, has been residing on the farm.

By the deposition of T. F. Lewis, in 1842, (don't say what time,) *Andrew* Hudgins, *son* of J. L. Hudgins, cut 20 to 25 thousand staves. The timber was worth $3 per M. The amount was paid to J. L. Hudgins. Say it was 20,500, at $3 per M., would be - $67 50

2d. From the 23d February, 1843, to 2d June, 1848, viz:

James Matthews testifies, that *since* 1842, 200,000 feet timber has been cut by *Andrew* Hudgins, *son* of J. L. Hudgins, and others; said timber was worth $4 per M. standing in the woods; amount - - - - - - - - - - - $800 00

Andrew Hudgins and Th. F. Lewis cut 16,000 or 17,000 staves, "as I was informed" by said Lewis. This timber sold for $2 per M.; say 16,500 staves, at $2 per M. - $33 00

833 00

Am't bro't over - - - - - - - 833 00

Dr. Spencer purchased of *Andrew* Hudgins 10,000 staves, at $10 per M.; say the *timber*, at $2 per M., is - - - 20 00

25,000 staves cut from said land by *Andrew* Hudgins, worth $10 per M.; say the timber, at $2 per M., is - - - 50 00

Also, 70 or 75 cords of wood, worth 50 cents per cord, standing; say 72½ cords - - - - - - - - 36 25

Cray and others purchased another lot of *Andrew* Hudgins, which I suppose to be 100 cords of wood. No price stated; say 50 cents per cord, as above, is - - - - - 50 00

Lewis Hudgins purchased a lot of timber last fall (fall of 1848) of *Thomas* Hudgins, cut off *said land*. (No quantity or price given.)

A lot of 60,000 feet timber sold by *Andrew* Hudgins to Howlands, so stated to me by Howland and *An.* Hudgins. No price given; say at $4 per M., is - - - - - 240 00

In addition, Howland told me (the witness) that he purchased another lot of 2 or 3 trees at a time for him to cut. (Nothing stated in addition.)

Know not by what authority Andrew Hudgins cut and sold timber.

Samuel Turner states, that in 1845, Andrew Hudgins sold about 6,000 feet square timber, at $4 per M., standing; say - 24 00

George H. Monghon states, that in 1845 or '46, *Andrew* Hudgins, son of J. L. Hudgins, sold some timber from said land, about 35,000 ft.; sold to S. and J. Howland; they paid $8 per M. for it; price standing, $4 per M. - 140 00

Forward - - - - - - $1,393 25

Am't bro't over - - - - - - 1,393 25

S. G. Miller states, that in 1847, 1,500 to 1,700 chesnut rails were purchased of Th. Hudgins, *agent for Ro.* Hudgins; that he paid Ro. H. and Th. H. No price stated. (Ro. Hudgins admits this.)

B. Foster states that 30,000 or 40,000 staves, cut by *Andrew* Hudgins, son of J. L. Hudgins, and shipped by him some time in 1847, worth $8 to $10 per M., at landing; standing $3 per M.; say 35,000 - - - - - - 105 00

Th. J. Morris states that in 1847 he cut, for Th. Hudgins, (which Th. H. sold Lewis Hudgins,) 16,000 ft. timber. No price stated; say worth $4 per M., is - - - 64 00

R. L. Sibly states he got a receipt of Th. Hudgins, as agent of Ro. H., for am't of timber; say - - - - - $10 00

Lewis Hudgins states that 12 oak and 8 pine trees were sold by Thomas H., son of J. L. Hudgins. Paid Th. H. at one time between $35 and $40; another time about $25. He told me (this witness) he received this money for his uncle Ro. H. Don't know whether this was before or after 1842. I suppose it must have been after the 8th August, 1842; say the am't is - - - - - - - - - - 62 50

(R. H. admits he rec'd this money—the $62 50, or thereabouts) - - - - - - - - - - - $1,634 75

This is the amount, leaving out the value of some timber, the price of which is not extended; and leaving out other timber, the witnesses not stating definitely where it was cut from. It *may be*, that the 200,000 feet, mentioned in Js. Matthews' evidence, is, to some extent, embraced in the timber mentioned by other witnesses.

Should the rule of Mr. Lyons apply here, as to the time from which profits should be estimated, to wit, the 19th May, 1845, the amount, instead of being $1,624 75, would be, as nearly as I can make it, $——. I find I cannot even approximate to the amount with any degree of accuracy.

Ro. Hudgins admits, that in two cases he derived benefit from the sale of timber; but, in reference to the balance, he directs me to say, *that if it is not proved* that the timber was cut by his authority, or for his benefit, he ought not to be chargeable to that extent for it.

Where I make an estimate of the rent of the land, at pages 9 and 10, according to the rule of Mr. Lyons—that is, taking the rent obtained by the receiver—I find that the $150 is for 7 months; at which rate for that time would give $257 14$\frac{2}{7}$ per annum; so that, should this rule prevail, to which the plaintiff can have no objection, the latter sum must be adopted as the rate per annum, and not the former.

Respectfully reported.

WM. F. WATSON, *Commissioner*.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, on Friday, the 20th day of May, 1853:

Order.

EDMUND CHRISTIAN, assignee of John L. Hudgins in bankruptcy, pltff., against ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, defts. } In Equity.

Wyndham Kemp having appeared in court, by his counsel, and filed

an attested copy of the order of the district court of the United States for the eastern district of Virginia, entered on the 12th day of May, 1852, appointing him special assignee of John L. Hudgins, in place of Edmund Christian, deceased, who was the assignee of the said John L. Hodgins in bankruptcy; and having also filed a copy of the order of said district court, entered on the 24th day of May, 1852, requiring him, the said Wyndham Kemp, to give bond and security, as special assignee of John L. Hudgins, in the penalty of $5,000, conditioned as the law directs:

And it appearing by the certificate of the clerk of the said district court, that the said Wyndham Kemp has given the bond and security required, it is thereupon ordered, that the said Wyndham Kemp be entered on the record as the complainant in the above suit, and be authorized to prosecute the same in the same manner as if he had been the original assignee of the said John L. Hudgins.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room, in the city of Richmond, on Friday, the 3d day of June, 1853:

WYNDHAM KEMP, assignee of John L. Hudgins in bankruptcy, pltff., against ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, defts. } In Equity.

Ordered, that the papers in this case be remanded to the master, with directions to state an account or accounts showing the amount due from the defendants, jointly or severally, under the decree of this court in the case, according to the proofs already taken or hereafter adduced before him by the parties, and report the same to this court.

The master is also directed to state and report at the same time such account or accounts as either of the parties may direct, reporting to the court by what party such account is directed to be stated.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room, in the city of Richmond, on Monday, the 6th day of June, 1853:

WYNDHAM KEMP, assignee of John L. Hudgins in bankruptcy, pltff., against ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, defts. } In Equity.

The court doth order, that the plaintiff, Wyndham Kemp, assignee, do proceed to collect the rents and hires accrued and accruing upon the property, real and personal, rented and hired by his predecessor, Edmund Christian, and that he continue to rent and hire out the same,

except as hereafter ordered, until the further order of the court. And the court doth further order, that said Kemp do sell such portions of the personal property as may be perishable or incapable of being judiciously hired out, and that he report his proceedings herein to the court.

The following is a copy of a report of commissioner W. F. Watson, made in pursuance of the decree of the 3rd day of June, 1853, and filed on the 7th day of May, 1855.

Comm'rs Report.

MASTER COMMISSIONER'S OFFICE,
RICHMOND, *3rd May*, 1855.

In the United States court for the fourth circuit and eastern district of Virginia.

WYNDHAM KEMP, assignee of John L. Hudgins in bankruptcy, pltff., against ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, defts. } In Chancery.

In the second case, to wit:

——— vs. ———
RO., JOHN L., ELLIOTT W., and ALBERT G. HUDGINS.

In this case I have to report, that according to testimony taken in this case, and referred to at page 9 of my last report, the rental of the property conveyed by John L. to Robert Hudgins by the deed of 21st February, 1842, is estimated to be $130 per annum. At this rate the rental from the 8th August, 1842, to 23d February, 1843, amounts to - - - - - - - - - - - - $70 06

And from the 23rd February, 1843, to 2nd June, 1848, to the sum of - - - - - - - - - - - 686 11

$756 17

It will be seen that in this case the rental is estimated at less than the rental obtained by the assignee subsequently; and were the position of the counsel (Mr. Lyons) made the rule of calculation, the rental in this case would be 872\frac{51}{100}$ instead of 756\frac{17}{100}$; however, my report is, that 756\frac{17}{100}$ is the amount, though certainly if the larger amount is insisted upon by the counsel, I certainly cannot have any objection.

Alternative statements will be found in my last report, at pages 9 and 10, made in conformity to the suggestions of the counsel (Mr. Lyons).

For the reasons set forth by me in the first case in this report, at pages 3, 4, and 5, my opinion is, that 756\frac{17}{100}$ is the correct amount.

an attested copy of the order of the district court of the United States for the eastern district of Virginia, entered on the 12th day of May, 1852, appointing him special assignee of John L. Hudgins, in place of Edmund Christian, deceased, who was the assignee of the said John L. Hodgins in bankruptcy; and having also filed a copy of the order of said district court, entered on the 24th day of May, 1852, requiring him, the said Wyndham Kemp, to give bond and security, as special assignee of John L. Hudgins, in the penalty of $5,000, conditioned as the law directs:

And it appearing by the certificate of the clerk of the said district court, that the said Wyndham Kemp has given the bond and security required, it is thereupon ordered, that the said Wyndham Kemp be entered on the record as the complainant in the above suit, and be authorized to prosecute the same in the same manner as if he had been the original assignee of the said John L. Hudgins.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room, in the city of Richmond, on Friday, the 3d day of June, 1853:

WYNDHAM KEMP, assignee of John L. Hudgins in bankruptcy, pltff., against ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, defts. } In Equity.

Ordered, that the papers in this case be remanded to the master, with directions to state an account or accounts showing the amount due from the defendants, jointly or severally, under the decree of this court in the case, according to the proofs already taken or hereafter adduced before him by the parties, and report the same to this court.

The master is also directed to state and report at the same time such account or accounts as either of the parties may direct, reporting to the court by what party such account is directed to be stated.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room, in the city of Richmond, on Monday, the 6th day of June, 1853:

WYNDHAM KEMP, assignee of John L. Hudgins in bankruptcy, pltff., against ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, defts. } In Equity.

The court doth order, that the plaintiff, Wyndham Kemp, assignee, do proceed to collect the rents and hires accrued and accruing upon the property, real and personal, rented and hired by his predecessor, Edmund Christian, and that he continue to rent and hire out the same,

except as hereafter ordered, until the further order of the court. And the court doth further order, that said Kemp do sell such portions of the personal property as may be perishable or incapable of being judiciously hired out, and that he report his proceedings herein to the court.

The following is a copy of a report of commissioner W. F. Watson, made in pursuance of the decree of the 3rd day of June, 1853, and filed on the 7th day of May, 1855.

Comm'rs Report.

MASTER COMMISSIONER'S OFFICE,
RICHMOND, *3rd May*, 1855.

In the United States court for the fourth circuit and eastern district of Virginia.

WYNDHAM KEMP, assignee of John L. Hudgins in bankruptcy, pltff., against ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, defts. } In Chancery.

In the second case, to wit:

vs.
Ro., JOHN L., ELLIOTT W., and ALBERT G. HUDGINS.

In this case I have to report, that according to testimony taken in this case, and referred to at page 9 of my last report, the rental of the property conveyed by John L. to Robert Hudgins by the deed of 21st February, 1842, is estimated to be $130 per annum. At this rate the rental from the 8th August, 1842, to 23d February, 1843, amounts to - - - - - - - - - - - - - - $70 06

And from the 23rd February, 1843, to 2nd June, 1848, to the sum of - - - - - - - - - - - - 686 11

$756 17

It will be seen that in this case the rental is estimated at less than the rental obtained by the assignee subsequently; and were the position of the counsel (Mr. Lyons) made the rule of calculation, the rental in this case would be $872\frac{51}{100}$ instead of $756\frac{17}{100}$; however, my report is, that $756\frac{17}{100}$ is the amount, though certainly if the larger amount is insisted upon by the counsel, I certainly cannot have any objection.

Alternative statements will be found in my last report, at pages 9 and 10, made in conformity to the suggestions of the counsel (Mr. Lyons).

For the reasons set forth by me in the first case in this report, at pages 3, 4, and 5, my opinion is, that $756\frac{17}{100}$ is the correct amount.

I find, upon examination more critically made, that the rent obtained by the assignee was $150 for the 7 months to 1st January, 1849, and not $150 per annum, which would be at the rate of $257 14¼ per annum. Subsequently the assignee took less for the same property, as appears from his report filed since my last report.

The tract of land of one hundred acres, called "Belle Isle," embraced in the deed of 21st February, 1842, from John L. to Robert Hudgins, is, I believe, the same land devised by the will of John Anderson to J. L. Hudgins for life. (A copy of the will is with the court papers.)

In reference to the profits derived from the property conveyed in the deed of the 21st February, 1842, already referred to, I have to state, that my last report, at pages 10, 11, 12, and 13, is as full and as accurate as I can make it; it would be a waste of time to copy it here in detail.

The profits from the 8th of August, 1842, to 23d February, 1843, are stated to be - - - - - - - - - $67 50

And from the 23rd February, 1843, to 2nd June, 1848, to be - - - - - - - - - - - - 1,634 15

Total - - - - - - - - $1,701 65

According to my views, as already set forth at pages 3, 4, and 5 of this report, my opinion is, that Robert Hudgins is accountable for the profits for the period above mentioned. I regard him in the character of a trustee for the entire period, and as such accountable.

WM. F. WATSON,
M'r Com'r in Chancery.

Exceptions.

This report is excepted to by Elliott W., Robert, and John L. Hudgins respectively: 1. Because it was made when Albert G. Hudgins was dead, and his representative was not before the court.

2. Because rents and profits are allowed before the bill was filed, when they should have been allowed only from the decree.

3. Because the rents allowed are too high.

4. Because Elliott W. Hudgins is charged with slaves derived from his father.

5. Because the judgments claimed by E. W. Hudgins are not allowed.

6. The infant children of A. G. Hudgins and his widow are not before the court.

LYONS, *for Exceptors.*

June 15, 1855.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, the 14th day of June, 1855:

Order.

WYNDHAM KEMP, assignee of John L. Hudgins, in bankruptcy, plaintiff, against ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, def'ts. } In Equity.

The defendant, Albert G. Hudgins, being dead, on the motion of Rebecca P. Hudgins, executrix of the said Albert G. Hudgins, by C. G. Griswold, her attorney, it is ordered that this suit be hereafter proceeded in against her as executrix of the said Albert G. Hudgins, deceased.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, on Tuesday, the 19th day of June, 1855:

WYNDHAM KEMP, assignee in bankruptcy of John L. Hudgins, a bankrupt, pl'tff, against ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, def'ts. } In Equity.

The plaintiff this day filed a bill of revivor, to revive this suit against Rebecca P. Hudgins, the widow and executrix, and also sole devisee and legatee of the said Albert G. Hudgins; whereupon the said Rebecca P. Hudgins appeared by counsel, and by her consent it is ordered that the suit stand revived against her as such executrix, devisee and legatee.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, on Tuesday, the 26th day of June, 1855:

WYNDHAM KEMP, assignee in bankruptcy of John L. Hudgins, a bankrupt, pl'tff, against ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and ALBERT G. HUDGINS, def'ts. } On exceptions to Master's Report.

Upon consideration of the proofs in the case, and after hearing counsel for the respective parties, the court is of opinion that rents and profits ought not to be charged prior to the petition in bankruptcy; and the second exception, so far as relates to these charges, is allowed by the court. The other exceptions are overruled, and the report of the master confirmed, with the exception of charge above mentioned.

The papers in the case are referred to the master, to state an account according to this order, preparatory to a final decree.

The following is a copy of a report of Commissioner W. F. Watson, made pursuant to the foregoing decree:

Commr's Report.

MASTER COMMISSIONER'S OFFICE,
RICHMOND, *27th June*, 1855.

In the United States court for the fourth circuit and eastern district of Virginia:

KEMP, assignee in bankruptcy,
vs.
ROBERT, JOHN L., ELLIOTT W., and ALBERT G. HUDGINS.

In conformity with the decree pronounced in this case on the 26th inst., I proceed to state the amounts due from the defendant, Robert Hudgins, viz:

To amount at page 7 of my report of 3d May, 1855, with interest from 2d June, 1848, - - - -	$686 11
To amount at ditto, page 9, with interest from 2d June, 1848,	1,634 15
	$2,320 26

WM. F. WATSON, *M'r Comm'r.*

Ordered, that this report of the master be, and the same is hereby affirmed.

R. B. TANEY.

June 27th, 1855.

And now at this day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, on Wednesday, the 27th day of June, 1855, being the same day, month and year first herein mentioned:

Decree.

WYNDHAM KEMP, assignee in bankruptcy of John L. Hudgins, pl'tff,
against
ROBERT HUDGINS, JOHN L. HUDGINS, and others, def'ts.
} In Chancery.

This cause came on to be further heard at this term, and was argued by counsel. And thereupon, upon consideration thereof, it was ordered, adjudged and decreed, as follows, to wit: That the defendant, Robert Hudgins, pay to the plaintiff, as assignee aforesaid, the sum of two thousand three hundred and twenty dollars and twenty-six cents, with interest thereon at the rate of six per centum per annum from the second

day of June, 1848, till paid, for which he appears liable, according to the report by Master Commissioner William F. Watson, of the account stated by him under the order of the 26th instant, which report is hereby confirmed—that the said plaintiff do, as assignee of the said John L. Hudgins, the bankrupt, and by virtue of this decree, proceed, after one month's notice in one or more of the newspapers published in the State of Virginia, and in some newspaper or newspapers published out of this State, to sell in such parcels as may seem to him advisable, the property embraced in the deed from John L. Hudgins to Robert Hudgins, bearing date the 21st day of February, 1842, and admitted to record in the court of Matthews county, the eighth day of August, 1842, to wit: the rights which the said John L. Hudgins had at the time of making that deed, in the tract or parcel of land with the appurtenances in the county of Matthews, commonly called and known by the name of Belle Isle, containing, by estimation, one hundred acres, more or less; also the tract or parcel of land, purchased by John L. Hudgins of Mordecai Cooke and others, containing nine hundred acres, more or less—the whole of which lands are bounded as set forth in said deed; and also a tract or parcel of land on Cow's Neck, in the county aforesaid, containing seventy acres, more or less, adjoining the lands of Mrs. Yates and others. The defendant, Robert Hudgins, desiring the terms of sale to be as hereinafter mentioned, the sale may be made on the following terms, to wit: that the purchasers pay one-fourth in cash, and the balance in equal instalments of one, two and three years from the first day of January next, bearing interest from that day; and the said assignee, upon receiving the said fourth in cash, is authorized to make a deed or deeds to the purchaser or purchasers, taking a deed or deeds of trust from the purchaser or purchasers on the property purchased by them respectively to secure the credit payments—the said assignee, in the deeds which he may make, not only referring to this decree, but also making such recital of the decree in bankruptcy, and the appointment of the assignee, as seems to be contemplated by the 15th section of the act passed the 19th of August, 1841, to establish a uniform system of bankruptcy throughout the United States.

And the assignee is hereby authorized to check upon the Bank of Virginia for what is now deposited therein to the credit of this suit, and to apply the same and the nett proceeds of the sale above mentioned, to, first, the expenses of this suit, including reasonable fees to counsel, and then to pay from time to time such shares of creditors of the bankrupt, having bona fide debts, as the court decreeing the bankruptcy may authorize him to pay.

It is further ordered, adjudged and decreed, that the defendant pay to the plaintiff, as assignee as aforesaid, the costs expended in the prosecution of this suit.

And from the foregoing decree the defendants prayed an appeal, which was granted them, on giving bond and security, to be approved by the court, in double the amount of said decree, conditioned for their prosecuting the said appeal.

The following are copies of depositions filed in the cause on behalf of the plaintiff:

The Deposition of Edmund Jones,

Of lawful age, taken in behalf of Edmund Christian, general assignee in bankruptcy, for the circuit court of the United States for the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins, a bankrupt, before me, H. W. Daingerfield, a commissioner, duly authorized and appointed by the circuit superior court of law and chancery for the county of Matthews, State of Virginia, at the tavern of John H. Diggs, at Matthews court-house, State of Virginia, usually known by the name of Benson's hotel, on the 23d day of September, in the year eighteen hundred and forty-six, between the hours of sunrise and sunset of that day, agreeable to notices, duly proven to have been executed and herewith returned with these depositions, to be read in evidence in a suit now depending in the circuit court of the United States for the eastern district of Virginia, in which the said Edmund Christian, as general assignee in bankruptcy for the said district, and assignee in bankruptcy of John L. Hudgins, a bankrupt, is plaintiff; and Robert Hudgins, Albert G. Hudgins, Elliott W. Hudgins and John L. Hudgins, are defendants.

And the said Edmund Jones, being first sworn on the Holy Bible, deposeth and saith in answer to the following interrogatories:

1st question, by John D. McGill, counsel for plaintiffs. Were you sheriff of Matthews county in the year 1842?

Answer. Yes.

2d question by the same. Did any executions come to your hands, or to the hands of your deputies, before July of that year, against the person or property of John L. Hudgins, the defendant in this cause? If so, please state, as nearly as you can recollect, the number and amount of such ex'ons.

Answer. Executions did go into the hands of my deputy, John Bohannon, before July, 1842, following the superior court, April, and county court, May. Judgments of that year against the property, and perhaps the person of John L. Hudgins, this defendant, in number, perhaps, from 6 to 8; and the aggregate amount, perhaps, to the extent of $4,000.

3d question by same. What was then considered the pecuniary situation of John L. Hudgins, and what property was in his possession?

Answer. His condition was then considered good, and the property in his possession was negroes, stock, household, kitchen furniture, &c., and such other as a farmer of his means would usually have; and in land upwards of 1,200 acres in the county of Matthews, besides land and other property to a considerable amount, which I had understood always that he owned elsewhere, perhaps on Back river.

4th question by same. What is the estimated value of lands held by him in Matthews county?

Answer. Upwards of $10,000 in value, valued at less than $10 per acre.

5th question by same. What was the number of slaves which he held in Matthews county, and what would you estimate as the value of the whole of his personal property in this county?

Answer. Taxes charged upon 12 slaves which he held in Matthews county, (more or less,) and I would suppose that there were others, not listed on the commissioner's book. His personal property in 12 negroes, say at $200 each - - - - - - - $2,400
Stock of horses and mules, 10 in number, at $50 - - 500
Cattle, say 20 in number, at $6 - - - - - 120
Sheep, say 15 in number, at $1½ - - - - - - 22
Farming utensils, say - - - - - - - - 100
Household furniture - - - - - - - - 300

$3,442

Carriage and harness, say $150.

6th question by same. Were the executions, mentioned in your answer to my 2d question, levied on the personal property; if not, why?

Answer. The executions mentioned in my answer to your 2d question were not levied on the personal property, for the reason that the property could not be gotten hold of or levied upon.

7th question by same. Did John L. Hudgins conceal himself or his property to prevent the levy?

Answer. John L. Hudgins did conceal his property and person to prevent the levy.

8th question by same. State whether Houlder Hudgins knew that such executions were in the hands of the sheriff, and that a levy was prevented as above?

Answer. Houlder Hudgins did know that such executions were in the hands of the sheriff, and prevented a levy by his interference, as before stated.

9th question by same. In what manner did Houlder Hudgins interfere to prevent the levy?

Answer. Houlder Hudgins interfered in preventing the levy, by saying that if John Bohannon, my deputy, and myself, would go with him to his brother John's, he would aid us in settling the matter of executions held against his brother John L.; Houlder Hudgins left Matthews court-house, making the request of said John and myself, that we would follow after him and wait at Parker B. Richardson's store, until he went to his said brother John L. Hudgins and returned, to meet us at said store. Having waited at Richardson's store about two hours, as requested by said Houlder, he returned to us, and requested that we would go to his house and take dinner with him, and he would

in the mean time ride again to his brother John's, and see what he could be prevailed upon to do. Houlder left forthwith, and some time after Houlder met us at his house, say in about two hours. While John Bohannon and myself were at Houlder's, in his absence, we were occupied in examining Henning's Justice, to obtain, if possible, some legal aid to assist us in our difficulties. After dinner was over, Henning's Justice was again called for, and could not be found, Houlder stating, perhaps that it was at his brother John's, and that he had not succeeded in effecting anything, but that he would then go with us up to his brother John's; we did go with him up, and stopped at his brother John's gate. Houlder again went to see his brother, and returned to us, informing us that nothing would be done. In returning back with Houlder, and near his gate, he became very much excited and used very harsh expressions against all officers, and more particularly to said John Bohannon, as he was nearer to and in conversation with him; for the first time, Houlder then asserted that he held his brother John's bill of sale for all his negroes, and perhaps used an oath, threatening that no one of them should be taken to satisfy the executions aforesaid.

10th question by same. Can you recollect the day on which these circumstances occurred?

Answer. Soon after the Seaford sale, perhaps in the latter part of July, 1842.

11th question by same. Did Houlder Hudgins know at that time that John L. Hudgins had been evading the sheriff?

Answer. Houlder Hudgins well knew at that time that his brother John L. Hudgins had been evading the sheriff.

12th question by same. During what period did John L. Hudgins continue to evade the execution of process on himself or property, by the sheriff?

Answer. From July, 1842, until some ca. sa. executions had gone over to Elizabeth city or York county, and had been executed, perhaps in the latter part of 1845 or early in 1846.

13th question by same. Did Houlder Hudgins, when he made the proposition to you and your deputy to go up to John L. Hudgins' with you, or at any other time, mention to you the amount in which John L. Hudgins was indebted to him?

Answer. I think he mentioned at some other time, in my presence, that his brother John owed him perhaps $800. I do not recollect that he mentioned any amount owed him by his brother John during the day of John Bohannon's trip and mine to his house, as before alluded to herein.

14th question by same. Did he ever, in your presence, claim that his brother John owed him more than the $800?

Answer. No; Houlder Hudgins never mentioned that his brother owed him any amount, at any other time, than the $800 aforesaid. He asserted to John Bohannon and myself, as heretofore stated, that he held a bill of sale for all of his brother John's negroes.

15th question by same. Will you examine the bill of sale, a copy of which, marked A, is now shown you, to be attached hereto, and say whether you know any of the slaves or other property mentioned therein; and if so, whether that property was in the possession of John L. Hudgins at the date of the bill of sale, and whether it continued in his possession afterwards?

Answer. I know the slaves Harry, Charles, Jim and Phylitia; the carriage and harness, gig and harness, and a considerable portion of the other property embraced therein; and the same remained in the possession of John L. Hudgins at the date of the said bill of sale and afterwards.

16th question by same. Will you state whether you were present when a proposition was made by John L. Hudgins, or others on his behalf, to borrow a part of the trust fund in the hands of Shepherd G. Miller and others, trustees, under a deed from Thomas Hudgins, and how it was proposed to secure such loan, if made?

Answer. I was present at the Seaford sale in July, 1842, when a proposition was made by John L. Hudgins and Robert Hudgins, perhaps his friend on his behalf, to borrow money of us, in the question set forth of Thomas Hudgins, trustee. I think Robert Hudgins proposed to join his brother John in a bond.

The further taking of the depositions in this cause is adjourned until to-morrow, the 24th September, 1846, at 7 o'clock a. m., to be taken at this place.

H. W. DAINGERFIELD, *Com'r.*

Pursuant to adjournment, I attended on this the 24th September, 1846, at 7 o'clock a. m., when and where the parties attended, and the said deponent, Edmund Jones, proceeded to finish his answer to the last interrogatory of plt'ff.

H. W. DAINGERFIELD, *Com'r.*

The trustees, Shepard G. Miller, John Bohannon and John H. Diggs, demanded of John L. Hudgins bond with approved security, and a trust-deed upon real estate, before they would consent to loan any of the trust fund. Robert Hudgins proposed to join his brother, John L. Hudgins, in a bond, and remarked that James M. Vaughan would, perhaps, also join. Vaughan always declined going the security whenever the subject was proposed. John L. Hudgins proposed giving a trust-deed upon all his land securing the payment, Robert Hudgins present and assenting to the same. William H. Roy was called upon to draw the trust-deed and, perhaps, draft the bond, and was engaged in writing when I left.

17th question by same. In proposing to give such trust-deed, did John L. Hudgins include the tract of land in the county of Matthews called "Belle Isle," and the adjoining land purchased by him of Mord. Cooke?

Answer. I do not think he particularized any particular tract of land; the trustees were extremely timid and cautious, and required

ample security; and I again repeat that John L. Hudgins embraced all his lands, (if my memory serves me,) Robert Hudgins being present assenting, or raising no objection.

18th question by same. Was Elliott W. Hudgins present at the Seaford sale? And was he present during the treaty above mentioned for the loan and security?

Answer. I think he was present and privy to all that took place, he being much concerned on account of his father, John L. Hudgins, as the impression was then general that his father would be greatly damaged as security for Col. Thomas Hudgins.

19th question by same. Will you state the relationship existing between John L. Hudgins and Houlder Hudgins, Robert Hudgins, Elliott W. Hudgins and Albert G. Hudgins?

Answer. John L. Hudgins, Houlder Hudgins, and Robert Hudgins are brothers; Elliott W. Hudgins and Albert G. Hudgins are the sons of John L. Hudgins.

20th question by same. In answer to my 12th question you speak of ca. sa. exe'ons having been executed on John L. Hudgins, in York or Elizabeth City counties; do you know for whose benefit those executions were?

Answer. Endorsed for the benefit of Elliott W. Hudgins; others were sent over for the benefit of other persons which were not then executed.

21st question by same. Were any efforts made to procure you, as the sheriff of Matthews, to levy ca. sa. exe'ons, endorsed for the benefit of E. W. Hudgins against John L. Hudgins, in preference to others against the same party? If so, please state when, by whom, and under what circumstances such efforts were made.

Answer. I received frequent communications from John L. Hudgins, through his son Elliott W. Hudgins, and at one time in particular, by special visit from his son Thomas Hudgins, that I would meet his father on Seaford road, below John Daingerfield's; that his brother Elliott had gone to the clerk's office to get the ca. sa. exe'ons for his benefit, and meet his father and myself at said road. I went forthwith, and remained some time at the appointed spot, and no appearance made of John L. Hudgins or his son Elliott; I then came down to Matthews Ct. Ho., and Miller, the clerk, informed me there Elliott had applied for said executions for his benefit, and he informed him that they were not ready; and besides, there were others ahead which he had standing orders always to keep alive and head of his; I consequently returned by John L. Hudgins's, and understood from Elliott W. Hudgins that Miller would not deliver said exe'ons, and that the matter of service of his must therefore be put off. I saw John L. Hudgins at the same time, at about 100 yards distance. Said exe'ons were returned, embracing other plaintiffs, at 6 or 8 times each, perhaps from January, 1843, up to the latter part of 1845 or early in 1846, when said ca. sa. executions for Elliott W. Hudgins's benefit were preferred and executed in Elizabeth City or York county, as heretofore stated; some ca. sa.

exe'ons have been executed on Mr. John L. Hudgins in Matthews county.

22d question by same. Has Robert Hudgins, since 21st February, 1842, within your knowledge, exerted any acts of ownership over the lands in Matthews county on which John L. Hudgins then resided?

Answer. No; nor do I believe that he has exercised any ownership in fact on any such land.

23d question by same. From the date of the Seaford sale, in July, 1842, until the late appointment to take depositions in this cause, about the last of August, 1846, was Robert Hudgins, to your knowledge, within the county of Matthews?

Answer. The last time I saw Robert Hudgins, to my knowledge, in Matthews county, was at the Seaford sale in July, 1842, until yesterday.

1st question by John T. Seawell, counsel for Robert Hudgins and Elliott W. Hudgins. You have stated, in answer to the 4th question by the plaintiff, in this deposition, that you consider the value of the lands held by John L. Hudgins in Matthews upwards of $10,000; will you state, if you know, what estate he held in these lands, and whether any lands have been sold in the neighborhood, of about the same quality, since that time; and, if any, at what price.

Before I proceed to answer Mr. John T. Seawell's question above, I will amend my answer to the 23d question above, and call to the attention of all present at the time that I remarked to Mr. Robert Hudgins, then present, at the time, that I had some faint recollection, though not distinct, that I had seen him in this county, perhaps at Matthews Ct. H., and requested of him, in good faith, that he would remind me if he had, as my object was to speak, or rather write out, the true answers. It was objected to, or rather remarked, by Jno. W. Jarvis, atto., *that* was then present, that I had better go on and not consult Mr. Robert H. upon the subject. Mr. Robert Hudgins, who is now present, says, that he would have informed me of that other time had he answered my appeal made to him, after I had answered, (being previously excited by a writing from the hands of Col. Thomas Hudgins, now in my possession.)

I proceed to amend my answer in this, that he was at a hiring which I conducted, as agent, at the Battery, or near thereto, in Jan'y, 1843, perhaps, and signed a bond for the hire of a negro John, along with Houlder Hudgins, which bond Thomas Hudgins paid to me in bank notes, sure enough, papers now in my possession at home, and reference to the settlement of Sparks's guardianship of Fanny and Octavia Sparks, and the bond handed over to Col. Thomas Hudgins, if produced, will show the date in fact.

Answer to John T. Seawell's 1st question. The estate which Mr. John L. Hudgins held in the lands referred to was not nor is yet known to me; upon the commissioner's book, for the year 1842, upwards of 1200 acres are charged to him, which I supposed was his; since the same old Seaford sale in July, 1842, rumors have circulated, and

I have understood, that Mr. John L. Hudgins held only a life estate, and after his death the Mathews land, or about 100 acres of it, upon which the mansion-house is situated, goes to his sons, Albert G. and Elliott W. Hudgins. I do not recollect or know that any land near to or adjoining has since been sold.

2d question by same. How far is Seaford from the land you have spoken of belonging to John L. Hudgins? What is the quality of the Seaford land, and what did it sell for in 1842?

Answer. Seaford is about one mile from the mansion-house, situated on the 100 acres land spoken of; the quality of the Seaford land is good, and sold sometime perhaps in the year 1842, under James M. Vaughan's trust-deed on the same, at about $4,500 for the tract of about 750 or 800 acres, lately advertised by Thomas Hudgins, as agent for James C. Spotts, at about 800 acres.

3d question by same. Is there, or was there, any dwelling-house on the lands held by John L. Hudgins in Mathews, except that above named or the 100 acres, or any improvement except fences?

Answer. I know of none except the dwelling-house in which John L. Hudgins resided ever since I knew the county of Matthews; if there were any other buildings elsewhere of his in the county, I think the probability is that they were quite inconsiderable, or I should have seen it or them.

4th question by same. Are you certain what kind of executions were in the hands of the sheriff of Matthews county, in 1842, against the person or property of John L. Hudgins; whether ca. sa. or fi. fa.?

Answer. I am strongly inclined to think that they were mainly fi. fa's in the hands of John Bohannon, my deputy. I am inclined to think there were no ca. sa's in his hands or mine at that time. A ca. sa. in the name of Thomas Smith's adm'or, pl'tff, vs. Thomas and John L. Hudgins, dated 20th July, 1842, did come into my hands on the day of its date, or afterwards. Reference to the execution returned will, by the endorsement thereon, show the precise date that *that* the exe'on came to the sheriff's hands. Sup'r ct. exe'on produced by the clerk, and found to be endorsed thereon as coming to the hands of the shff. on the 22d July, 1842.

5th question by same. Did or did not John L. Hudgins conceal himself, or his property, from the sheriff of Matthews before the 22d of July, 1842?

Answer. On examination of the superior court execution-book, I find, last previous to the 22d of July, 1842, 3 exe'ons which issued in the names of Tompkins, Armistead, & Diggs, or Armistead & Diggs' survivors, pl'tffs, vs. John L. Hudgins, deft., issued on the 29th April, 1842, made returnable to 1st Monday in July, 1842; that, by return, property was given up, & fo. co. bonds taken, forfeited, and returned. Mr. John L. Hudgins did not conceal himself, or his property, to my knowledge, until after the Seaford sale in July, 1842. This sale occurred on the 4th of July, 1842.

6th question by same. You have stated, in answer to the 8th ques-

tion by pltffs. atty., that Houlder Hudgins knew the executions spoken of in your answer to the 2nd question by the same, were in the hands of the sheriff, and that a levy was prevented by John L. Hudgins. Will you state how you ascertained that Houlder Hudgins knew these facts, and when he became possessed of them?

The further taking of these depositions is adjourned until to-morrow, 25th September, 1846, to be taken at this place, at 7 o'clock a. m.

H. W. DAINGERFIELD, *Com'r.*

Pursuant to adjournment, I attended at this place, on the 25th Sept., 1846, at 7 o'clock a. m., when and where the parties came before me, and the deponent, Edmund Jones, proceeded to answer the 6th question, by John T. Seawell, counsel for defts. Elliott W. Hudgins, Robert Hudgins.

H. W. DAINGERFIELD, *Com'r.*

Answer. In my answer to the 8th question, to which I presume you allude, upon examination and due reflection and reference to the 2nd question, I find that I made a mistake in the purport of my answer to the same, as to the precise time that John L. Hudgins prevented a levy. John L. Hudgins did not, to my knowledge and belief, prevent a levy, or conceal himself from the sheriff, previous to the Seaford sale, on the 4th July, 1842. I have no knowledge, or will I attempt to say that Houlder Hudgins had any knowledge, of any exe'ons in the hands of the shff. vs. his brother, John L. Hudgins, previous to the 4th of July, 1842; and my answer, now questioned, was in my mind, and only intended to apply to executions and any other process in the hands of the sheriff. Very shortly after the 4th July, 1842, when Houlder Hudgins went up to his brother John's, with John Bohannon and myself, at the Seaford sale, it was generally believed that John L. Hudgins would be greatly damaged as security for his brother, Thomas Hudgins.

7th question by the same. Are you certain that any executions that came to your hands, or the hands of your deputy, previous to July, 1842, against John L. Hudgins, were not levied; and if there were any such not levied, was it because of John L. Hudgins preventing it by concealing his property, or keeping it out of the way of the sheriff?

Answer. I should not know of any execution which went into the hands of my deputy previous to July, 1842, vs. John L. Hudgins, without a laborious examination of the exe'on books, which are now present and can be examined by the attorney for himself; the exe'ons not levied can be referred to from the books, if any. My attention was not drawn to any exe'ons vs. John L. Hudgins until after the 4th July, 1842, when Houlder Hudgins proposed to John Bohannon, deputy, and myself, to go up with him and see what could be effected with the exe'ons in said Bohannon's hands vs. his brother Jno., the result of which is more fully set forth in my answer heretofore. I acted by

deputies Jno. Bohannon and John H. Diggs, but did take some exe'ons afterwards vs. John L. H.; but my impression is that John L. Hudgins did not in any way prevent a levy previous to the 4th July, 1842.

8th question by same. Were not the executions spoken of in your answer to the 2d question by pltffs. atty. returnable on the 1st Monday in July, 1842?

Answer. The exe'ons in the superior court were made returnable to the 1st Monday in July, 1842; and the exe'ons from the county court were made returnable to the second Monday in August, 1842.

9th question by same. You have stated that these exe'ons went into the hands of your deputy, and were not levied, because John L. Hudgins concealed his property. Will you state how you know that they were not levied for this reason?

Answer. I again repeat that I have no knowledge of any exe'ons or other process which went into the hands of either of my deputies previous to the 4th of July, 1842; and if John L. Hudgins concealed himself or property previous to that time, I have no knowledge of the same. I qualified at March ct.; 1842, as shff., and did go with Bohannon, D. S., up to the Hudgins's after the 4th July, 1842.

10th question by same. You have stated that John L. Hudgins was arrested either in York or Elizabeth City county, under ca. sa. exe'ons issued from the clerk's office of this county, perhaps in the latter end of 1845, or the first of 1846. Will you state whether you are confident now that these ca. sa's were executed on him; and if so, how do you know it?

Answer. 2 ca. sa's and 2 fi. fa's, endorsed for the benefit of Elliott W. Hudgins, son of John L. Hudgins, one of the defts., did go over to Elizabeth City co. and were returned by the shff. of the co.; one of the fi. fa's satisfied; 6 other exe'ons, ca. sa's and fi. fa's, of the same date, for the benefit of other persons, went over to the same co., and were returned by the sheriff of said county, "Not found, and no property." Said exe'ons were made returnable to February ct., 1845. This answer, I hope, will be deemed sufficient. Upon examination of the exe'on book now before me from the Matthews office, the facts above are found. Ca. sa's from the superior court and county cts. did issue in Matthews county on the 7th March, 1845, and were executed on the deft., John L. Hudgins, and were executed in Matthews, under which the deft., John L. Hudgins, took insolvent oath, &c., and his son, Elliott W. Hudgins, bought his schedule at the price of $5 00, as per return on exe'on. Sup'r ct., page 90.

11th question by same. Did you or not know that any ca. sa. executions were executed on the person of John L. Hudgins, either in York or Elizabeth City counties, since July, 1842?

Answer. I do see by the returns on the ca. sa. exe'ons., in my answer to your 10th question, that no ca. sa. was executed in fact; but the money was made on a fi. fa. exe'on, for Elliott W. Hudgins' benefit.

12th question by same. You have stated that Houlder Hudgins

never asserted to you that John L. Hudgins owed him more than $800. Will you now state whether Houlder Hudgins was in the habit of confiding to you the state of his affairs, or of telling you who was indebted to him about the time you speak of?

Answer. If my memory serves me, he made the remark in the clerk's office, soon after the Seaford sale, in July, 1842, that his brother John owed him $800. It was done under much excitement, though, he being then under the impression that his brother John L. Hudgins would be greatly injured by his brother, Thomas Hudgins. Houlder Hudgins was not in the habit, nor never did communicate to me his private affairs.

13th question by same. You have stated that you were acquainted with some of the slaves and a considerable portion of the other personal property conveyed by the bill of sale now before you, marked A, dated the 19th July, 1842, and that the same remained in the possession of John L. Hudgins after the date of said bill of sale. Will you state how you know that this property remained in his possession?

Answer. In passing by his premises frequently, and after the 19th of July, 1842, I saw sundry horses, mules, sheep, oxen, cows, &c., and negroes on the premises; but be it again remembered and mentioned, that I had no fi. fa's and ca. sa's in my possession when I was in his house and saw furniture, &c., in order to get an interview, sight, &c. I had to proclaim the fact that I had no process; otherwise I could not hardly see the premises—my deputy or deputies had, though, I believe. I could not, in no case except to save life, consent knowingly to lie or decoy.

14th question by same. Am I, or not, to understand you to state that you know the negroes, horses, mules, sheep, oxen, cows, &c., seen by you on the premises occupied by John L. Hudgins, after the 19th July, 1842, to be the same specified and conveyed in the bill of sale before spoken of?

Answer. Negroes Charles and Henry, and perhaps Phylitia, named in the bill of sale of the 19th July, 1842, were taken from the premises and sold as John L. Hudgins' property, I think, by deputy John Bohannon; stock, household furniture, &c., remained there; but it would be extremely hard for me to identify the stock, as I would not have been permitted to mark them, nor did I attempt it; the foregoing, or a part, remained on the premises after the 19th July, 1842.

15th question by same. You state that it would be hard for you to identify the stock, &c., conveyed by said bill of sale. Will you now state how it is that you know that you saw it at John L. Hudgins, in passing, after the 19th July, 1842?

Answer. I believe the things were the same; perhaps they did not show so thick or numerous, but the appearance *were* quite much like old times, or former appearances, with perhaps (as I have already stated) a small diminution.

16th question by same. Were you, or not, for several years previ-

ous to July, 1842, in the habit of visiting at John L. Hudgins's, in such a manner as to become well acquainted with his plough, team, stock, &c.?

Answer. I was at John L. Hudgins' house, perhaps, some four or five times (or rather in his house) during my life and residence in Matthews county from Jan'y, 1825, up to the present time; in his house 3 times or more during the last 9 years. I distinctly recollect seeing his carriage and harness coming from his house since July, 1842. One of the negroes in his field, when asked, told me that it was his master's, John L. Hudgins', carriage, horses and harness, rather smiling and grinning at the time. I will now say again, if I have not already so said, that much of the effects of the same old stock on hand remained on the premises after July 19th, 1842; from March, 1842, up to March, 1845. I am certain that I passed his house and the Seaford premises once for nearly every month in each year—sometimes in the night.

17th question by same. Were you, or not, one of the trustees for the sale of Thos. Hudgins' property, at Seaford, before spoken of, or did you have any thing to do with the sale of said property, or distribution of the money arising therefrom?

Answer. I was not so inserted in the deed of trust; Col. Thomas Hudgins named me as such, but the makers of the deed would not so insert me as one of the trustees. I never had any thing to do with the trust fund, although quite desirous, as a small provision was made along with the 4th class of creditors named in said deed of trust.

18th question by same. Am I, or not, to understand that your presence, when John L. Hudgins applied to the trustees, at the Seaford sale, for a loan of part of the money arising from the sale, was accidental or otherwise?

Answer. I went to the sale in part to buy and see what was sold, and became the bidder, along with Richard Foster and Robert Billups, for the growing crop of corn, but did not succeed in the purchase; but when George W. Southall came in the evening, naming the object of his visit, with a notice perhaps to the trustees not to part with any part of the trust funds, and naming the intention of some creditor or creditors to have Col. Thomas Hudgins declared a general bankrupt, all persons then remaining became much concerned. I was myself much concerned for Mr. John L. Hudgins, as were all of his relations present, and some others for themselves. I attended particularly to the talk had with the trustees, Southall and Roy, Hudgins and others. The trustees seemed quite much alarmed themselves, and consulting Southall and Roy to aid them in their difficulties, how they should secure the trust fund before parted with, &c., &c.

19th question by same. Are you perfectly certain, now, that Robert Hudgins united in any way, in the application before spoken of, by John L. Hudgins, to borrow money of the trustees? If you are, will you state any thing said or done by him on that occasion to warrant such a statement from you?

Answer. If my memory at all serves me, Robert Hudgins did say

in his talk with S. G. Miller, one of the trustees, mainly had, that he would join his brother John in a bond for the money to be borrowed, and that James M. Vaughan would perhaps also join; and it was also proposed by John L. Hudgins to give a trust-deed on his lands, or all his lands, perhaps; indeed, I am certain he included all; Robert Hudgins present and assenting; James M. Vaughan always shying off and declining going his security whenever the subject was mentioned. In further confirmation of the extreme caution used by the trustees of Miller, mainly, was not the strongest effort made by more than responsible men, with every sort of indemnity, to obtain some of the trust fund, then and there only trusted in the fire-proof chest in charge of Francis Armistead, and no part of it could be obtained for the purpose of becoming bidders for the Seaford land under James M. Vaughan's trust deed, perhaps in the latter part of 1842 at Matthews C. H.

20th question by same. You state that John L. Hudgins made the application for the loan, from the trustees at the Seaford sale, and proposed to secure it on his lands; Robert Hudgins present and assenting to the arrangement proposed. I again ask you to state anything said or done by Robert Hudgins showing his assent? Will you also state on what day of the Seaford sale this proposition was made?

The further taking of this deposition is adjourned to to-morrow, 26 Sept., 1846, at 7 o'clock, to be taken at the same place.

H. W. DAINGERFIELD, *Com'r.*

Pursuant to adjournment, I attended at this place on this 26 Sept., 1846, and the parties came before me this morning at 7 o'clock, and the deponent, Edmund Jones, then proceeded to answer the 20th question by John T. Seawell, counsel for Robert Hudgins and Elliott W. Hudgins.

H. W. DAINGERFIELD, *Com'r.*

Answer. I was present at the Seaford sale in July, 1842; on the second day of that sale by the trustees in the big deed making provision for numerous creditors in said deed, in which John L. Hudgins had been provided for—upon John L. Hudgins' application to the trustees for his portion of the funds, he was informed that they had been served with a notice not to pay over any portion thereof; it was then that he and his friends became much concerned, and a proposition was made by him to the trustees to obtain a portion of said fund; bond and security having been required and a trust-deed upon real estate; also, Robert Hudgins being present, proposed to go his security in a bond, and remarked that Mr. Vaughan would perhaps also join, as more at length heretofore stated, and he, John L. Hudgins, would also give a deed upon his lands, or all of his lands; Robert Hudgins being present and assenting to the same. Writings to that effect were commenced by Mr. Roy, and he was engaged in writing late in the evening when I left, as more at length heretofore by me attempted to be set forth.

21st question by same. Am I to understand by your answer to the last question, that Robert Hudgins made the proposition that John L. Hudgins should secure the trustees on his lands, if they would lend him some of the funds arising from the Seaford sale?

Answer. Robert Hudgins was present and assented to the same; he certainly raised no objection to any sort of deed his brother might make, but rather urged it to obtain the fund aforesaid.

22nd question by same. You have stated that there was considerable excitement on the occasion amongst the people at the Seaford sale. Will you state at what part of the Seaford premises the parties were, and who was present when this proposition above spoken of was made?

Answer. The proposition was made in the yard to the trustees by John L. Hudgins; Robert Hudgins being present and Elliott W. Hudgins in hearing perhaps; the curiosity of the crowd was somewhat excited at the caucusing going on, but I do not attempt to say that any proposition was proclaimed aloud, so that all at the sale could have been made to hear; others that were present can speak for themselves.

23rd question by same. Had you any greater opportunity of hearing what was going on, the occasion spoken of, than any other person of the crowd around, who had no hand in the management of the Seaford sale?

Answer. I had a provision along with the 4th class of creditors in said big deed. I was intimate with S. G. Miller and John Bohannon, and John H. Diggs; the other two trustees were my deputies; all of them are communicative to me about the most of their matters of business; they would be desirous, then and now, to have me present and aid perhaps, should any difficulty occur, in a business transaction.

24th question by same. You state the proposition to secure the loan (if made) by a deed of trust on John L. Hudgins' lands, was made by him? I again ask you to state what was said or done by Robert Hudgins on the occasion, to warrant you in supposing that he assented to such a proposition?

Answer. Robert Hudgins proposed to join his brother John in a bond, and the trustees demanded also a trust-deed upon real estate; John L. Hudgins proposed, and Robert Hudgins, being present, assented and consented that his brother John should give a deed upon his land, or all of his lands—the lands in Matthews and elsewhere perhaps. Mr. Roy, who commenced drafting the deed, was informed no doubt of the lands.

The further examination of witnesses in this cause is continued until the 28th September, 1846, to be taken at this place; the examination to commence at the same hour as heretofore—7 o'clock a. m., (the 27th being Sunday.)

H. W. DAINGERFIELD, *Com'r.*

Pursuant to adjournment, on the 26th Sept., I attended at this place, John H. Diggs's tavern, at Mathews Court-house, usually known by the name of Benson's Hotel, at 7 o'clock a. m., and continued in

attendance until sundown of this day, 28th September; and the parties heretofore mentioned in this cause not appearing in person, or by attorney, nor either of the witnesses who are to testify in this cause coming before me, I do continue the examination of said witnesses until to-morrow the 29th Sept., 1846, to be taken at this place—the examination to commonce at 9 o'clock a. m.

H. W. DAINGERFIELD, *Com'r.*

Pursuant to adjournment, on the 28th Sept., 1846, I attended at this place, at 9 o'clock a. m., on this the 29th day of September, 1846, when and where came John D. McGill, counsel for plaintiff, and John T. Seawell, counsel for Elliott W. Hudgins and Robert Hudgins; the deponent, Edmund Jones, proceeded to give his deposition.

H. W. DAINGERFIELD, *Com'r.*

25th question by same. Will you state whether your assertion that Robert Hudgins assented to the proposition of John L. Hudgins to secure any loan he could obtain from Thos. Hudgins' trustees, on his lands in Mathews and York, &c., is founded on anything said or done by Robert Hudgins on that occasion, or only an inference from the fact that you supposed he heard it and did not object? And if based on anything said or done by him, will you state what it was?

Answer. Robert Hudgins showed by his anxiety every disposition, in action, words—and, so far as his permission, consent—and no objection by him raised to his brother John L. Hudgins giving a deed upon his lands, or all of his lands, to secure the repayment back of any fund which they might thus advance; and proposed himself, in person, to join his brother John in a bond, saying that Vaughan would also join. When Mr. John L. Hudgins proposed giving a deed upon his lands, Mr. Robert Hudgins was present, in the yard and also in the Seaford house, and asserted no claim upon any of his brother John's lands, and did consent and rather encouraged that a fund from the trustees should be obtained; and that his brother John should also give a deed upon all his lands, and complained of the trustees for not advancing. Mr. Robert Hudgins was not, by his conduct, an idle spectator and looker on, but much interested, judging by his deportment throughout.

26th question by same. Do you or not mean to say that Robert Hudgins himself made a proposition that his brother John should give a deed on his lands to the trustees?

Answer. I do not mean so to say; I mean this, and this only, that Robert Hudgins proposed to join his brother John in a bond, and raised no objection, but rather encouraged that his brother John should give a deed, in addition, upon his lands, or all of his lands; and Mr. Robert Hudgins did not, on that occasion, insinuate or assert any claim upon any portion or part of his brother's lands.

27th question by same. Did you hear Mr. Vaughan refuse to join

John L. Hudgins in a bond at the Seaford sale, or do you state it on the information of others?

Answer. When it was proposed by Mr. Robert Hudgins that he would join his brother John in a bond, the trustees would not have been so extremely particular about a deed upon lands, but Mr. Vaughan did not show, by anxiety, word, or deed, that he would join in any bond, deed, or other instrument in which he might be entrameled, or incur any sort of risk, in the difficulties; but, on the contrary, always shyed off when bonds and deeds were spoken of or alluded to, or any sort of instrument was spoken of, to which he was requested, or might be required, to affix his name.

28th question by same. You have stated that, to your knowledge, Robert Hudgins has not exercised any act of ownership over the lands purchased by him of John L. Hudgins, in Mathews, since the 21st of February, 1842. Will you say whether you have visited the lands since that time, in such a manner as to enable you to say who acted as owner of them?

Answer. I remarked heretofore, in some one of my answers, that Mr. Rob. Hudgins had not been in Mathews county since the Seaford sale, in July, 1842; and remarked, before so doing, that I had some faint recollection of having seen him in this county, but was stopped from a remembrance of the same by counsel. He, Mr. Ro. Hudgins, could then have informed me of the time when, and where, I had seen him in Mathews co. Upon an answer heretofore given to some question, I have admitted the fact that he was at the Battery, in this county, perhaps in January, 1843, and, along with Houlder Hudgins, executed the bond to me, in the character of agent, perhaps for the Sparkes's, for the hire of a negro boy named John, which bond was afterwards paid me, in the clerk's office at Mathews Ct. House, some one or more months after the same became due. Colo. Thomas Hudgins did, I think, on the same day, pay—to Mr. John Daingerfield, adm'r of A. A. Van Bibber—off one, two, or more, bonds for negro hire, less one or more blankets and hats or caps. The bonds to the Sparkes's, paid off by Colo. Thos. Hudgins, when or if exhibited by him, will show the date when Mr. Ro. Hudgins was at the Battery; since that one time, and at the Seaford sale, he has exercised no ownership over any land or lands in the co. of Mathews. I have heretofore stated that I had passed the lands of Mr. John L. Hudgins at various times; I now do say, that I have no remembrance whatever of ever seeing Mr. Robert Hudgins, within the last 5 or 6 years, at or on the premises or land of Mr. Jno. L. Hudgins.

29th question by same. Will you say whether it is or is not possible that Robt. Hudgins may have exercised ownership over these lands without your knowledge?

Answer. I do not, in fact, believe that Mr. Ro. Hudgins ever exercised any ownership over any lands in the co. of Mathews, since he parted with the church land, for which a deed has been committed to record in this county; if he has ever exercised any ownership, and will

assert the time when and where, and can remind me of the same, I will (my memory being good) set forth fully and at large the same.

30th question by same. Do you or not know who has paid the taxes on the Belle Isle land, and other lands purchased by John L. Hudgins of Mordecai Cooke, and other lands conveyed in the deed to Robt. Hudgins aforesaid, since the year 1842?

Answer. I do not, in fact, myself now know; my deputies I am desirous to bring to a settlement, John Spencer, D. S. for me in 1842, and him and Baldwin Foster, tax-gatherers for the year 1843, and Jno. Bohannon or John H. Diggs, deputies and tax-gatherers since March, 1844, up to March, 1846, can show by their books; and the holders or payees, or payor, can, by the rect. or rects. in their possession perhaps—can by exhibition of the same—show who or whom purports to have paid the taxes for the several years alluded to in your question to me made.

31st question by same. Do you or not know when John L. Hudgins became so largely bound as security for his brother Thos. Hudgins?

Answer. I do not in fact know, but my impression is that it was some months, and perhaps one or more years, on some claims, previous to the July sale at Seaford, in July, 1842, by the trustees in Col. Thos. Hudgin's big deed to his creditors, in which John L. Hudgins had a provision made for his benefit. The records of the many suits in this county, by a careful and deliberate examination of the bonds, &c., &c., &c., will show and prove a more concise description of the amounts and dates of the same.

32d question by same. Have you or not at this time any claim or demand against John L. Hudgins, due you or your assignee, unsatisfied?

Answer. I have no claim or demand against Mr. John L. Hudgins, and I hereby grant him my receipt against any claim which may be supposed in existence or outstanding against him.

33rd question by same. Did you or not, sometime in the year 1841, take a bond of John L. Hudgins, payable to you as executor of Booker Miller, dec'd; if yea, did you or not assign that bond to John P. Stokes, of this county, a judgment obtained thereon by him, on which an execution issued from the clerk's office, and returned by the sheriff "no estate," and has that debt ever been paid by John L. Hudgins, or any one for him?

Answer. I did, in 1839, '40, '41, or '42, hire a negro man named Barney, belonging to Booker Miller's estate, at the Battery; and one of Mr. John L. Hudgins' sons, perhaps Andrew, bid him off at the price of between $80 and $90. And sometime in Jan'y, 1839, '40, or '41, and after the Seaford sale in July, 1842, handed over the bond signed by John or J. L. Hudgins to S. G. Miller, the clerk of this co., who deemed it advisable to apply elix. vitriol, as he called it, and it was accordingly applied, in the form of a capias ad respondendum to August quarterly ct., 1842. The bond in fact had been assigned by fiction,

or otherwise, to one Thomas B. Stokes, and said Stokes has his rec't recorded for the full amt. of the said claim. If my memory serves me, Geo. R. Armistead, or O. Billups, was a witness to said bond now filed in suit.

34th question by same. Has or has not that claim been paid off by John L. Hudgins, or any one for him, or is the receipt you speak of as fictitious in the assignment to Thomas B. Stoakes?

Answer. That claim has been paid off through the sale of negroes, Charles and Henry, or Harry, sold as the property of John L. Hudgins, about which a chancery suit has been decided in the circuit court of this county, for the particulars of which refer to the records.

35th question by same. Will you state whether the slaves Harry and Charles, named in your last answer, are not two of the slaves named in the bill of sale, heretofore spoken of, made to Houlder Hudgins by John L. Hudgins, dated the 19th day of July, 1842?

Answer. I do believe they are the same slaves named in that bill of sale.

36th question by same. Will you state whether you were or were not the real owner of the claim above spoken of, from the time a suit was instituted on it in the name of Thos. B. Stoakes till the money was made from the sales of Harry and Charles?

Answer. The suit spoken of was regularly assigned by me to Thomas B. Stoakes, or some other, and I was accountable in law, due diligence being used either to Stoakes or any other, or the other assignee, for whose benefit the same was.

37th question by same. You have before stated that the said claim was assigned by fiction; now I again ask who was the real owner of that claim, yourself or any other person, up to the payment of it?

Answer. I now affirm that the said claim was regularly assigned to Thos. B. Stoakes by me, and in the event that the claim was lost I would be the loser, in fact, to the full extent of the same.

The further examination of witnesses in this cause is continued until to-morrow, 30th Sept., 1846, at 9 o'clock a. m., to be taken at this place.

H. W. DANGERFIELD, *Com'r.*

Pursuant to adjournment I attended at this place on the 30th Sept., 1846, at 9 o'clock a. m., when and where came the parties, and the deposition of the said Edmund Jones having been read to him and found correct; further this deponent saith not.

EDMUND JONES.

The Deposition of John Bohannon, of lawful age.

Deponent being first duly sworn, deposeth and saith, by way of question and answer:

1st question by J. D. McGill, att'y for plaintiff. Were you deputy sheriff of the county of Mathews in the year 1842? If so, state how long you acted in that capacity.

Answer. I acted as deputy sheriff in 1842; I think I first qualified

as deputy sheriff in 1828, and have acted in that capacity up to the present time, with the exception of two years previous to 1842.

2nd question by same. Were you one of the trustees in a deed executed by Colo. Thomas Hudgins, dated the 6th day of May, 1842, in which provision is made, among other things, for the indemnity of John L. Hudgins, as security for Thos. Hudgins?

Answer. I was.

3rd question by same. Will you state where a sale of the personal property conveyed by that deed was made; whether the funds arising from that sale were immediately paid over to the cestui que trust. And if not, relate the circumstances which prevented such payment.

Answer. The sale took place on the 4th of July, 1842, and continued two days after; the funds were not immediately paid over, and the reasons were these: On the first day of the sale we rec'd a notice, I think from Sangston & Co., enjoining the money in the hands of the trustees.

4th question by same. Will you examine the executions, copies of which are hereto annexed, marked respectively B, C, D, and E, and state whether they came to your hands as deputy sheriff, about what time they came, and what proceedings were had by you as deputy sheriff under them?

Answer. The executions marked B, C, D, and E, went into the hands of Edmund Jones, sheriff, on the 30th April, 1842, and shortly afterwards were handed over to me; I believe the executions above referred to were levied on the property of John L. Hudgins, but so soon as it was ascertained by John L. Hudgins that the trust fund could not be applied to the payment of the executions, he secreted or kept his property out of the way of the sheriff, so that it could not be got hold of; the executions remained in my hands until Sangston's case was disposed of; they were then paid out of the trust fund.

5th question by same. As no levy is endorsed on the execution, please state how it was made?

Answer. The levy was taken in writing, he having given the sheriff a list of property sufficient to satisfy said executions.

6th question by same. Did you make any effort after the 4th July, 1842, to get possession as sheriff of the property so levied; when were such efforts commenced, and what was the result of them?

Answer. I went to John L. Hudgins immediately after the Seaford sale, I think during the same week, for the purpose of getting possession of the property given up to satisfy the executions then in my hands, but before I got to Mr. John L. Hudgins's I fell in with Mr. Houlder Hudgins, who went with me to John L. Hudgins's, and I think it was probably through him that the property was kept out of the way of the sheriff.

7th question by same. Did you on that visit see John L. Hudgins at all; did you demand the property of him; did you make any effort while there to find it?

Answer. I did see John L. Hudgins; I also demanded the property, but don't recollect that any effort was made to get possession of the property, as I saw none that I had levied on. Mr. John L. Hudgins said that there was money enough in the hands of the trustees to pay the executions for which he was bound as the security of Colo. Hudgins, and thought it was very hard to let his property be sold to pay his brother's debts, while he, Thos. Hudgins, was fully able to do so.

8th question by same. While the trust funds under Col. Hudgins's deed were thus injoined in your hands, was any application made to you by Houlder Hudgins, in behalf of John L. Hudgins, for a loan of any part of these funds?

Answer. Mr. Houlder Hudgins applied to the trustees of Thomas Hudgins for money to pay off the executions in the hands of the sheriff against John L. Hudgins, as the security of Thomas Hudgins. He (Houlder Hudgins) said that he would run no risk, as his brother John would give ample security.

9th question by same. Did Houlder Hudgins, in or about the month of July, 1842, state to you, or in your presence, the amount in which his brother, John L. Hudgins, was indebted to him? If so, state what amount, and under what circumstances the statement was made.

Answer. In July, 1842, I heard Mr. Houlder Hudgins say that John L. Hudgins owed him about eight hundred dollars. He expressed some uneasiness about it, and said he was going to take a deed of trust to secure the amount. Mr. Jones and myself had had some talk with Mr. Houlder Hudgins about the situation of the executions then in the hands of the sheriff against John L. Hudgins. He said that John L. Hudgins was going to give him a deed of trust, and if we would go with him to his brother John's, he would prevail on him to secure the sheriff by giving him a deed on his property.

10th question by same. Did you go with him for this purpose? and if so, what prevented the execution of said deed?

Answer. Mr. Jones and myself started from the court-house in company with Mr. Houlder Hudgins, to have the matter arranged. When we got to Parker B. Richardson's store, about a mile from John L. Hudgins's, he (Houlder Hudgins) requested Jones and myself to stop there until he could go and see his brother John. We remained there until about 2 o'clock, when Mr. Houlder Hudgins returned, and said to Jones and myself we had better go in with him and get dinner, as the matter was not arranged. We went in with Houlder Hudgins and got dinner; but before we dined Jones was reading some law-book,—I think it was Henning's Justice. Shortly after Jones had laid the book down, one of Mr. John L. Hudgins's sons came in and had some private conversation with Mr. Houlder Hudgins, and in a very short time returned. After dinner, Houlder Hudgins said he would take my horse, and ride over to his brother John's, and see about arranging our business. After he left, Mr. Jones inquired for the book he had been reading before dinner, but was told that it was not there. I then said that I supposed the young man had carried the book over home, and

hoped that the business would be speedily arranged. Jones and myself remained at Houlder Hudgins's until late in the evening, when we saw Col. Allen and some other gentlemen pass in the direction of the court-house. I then said to Mr. Jones that we had better go to Mr. John L. Hudgins's and ascertain what they had done, as I was afraid Houlder Hudgins had taken a deed to secure his own debt, and that the sheriff was left out. When we got to Mr. John L. Hudgins's gate we met Houlder Hudgins. I asked him what he had done, and his reply was, as near as I can recollect, that he had taken a deed to secure his own debt, and the sheriffs must look out for themselves. I don't think I saw Mr. John L. Hudgins on that occasion.

11th question by same. Among other executions then in your hands against John L. Hudgins, were there there any from the county court of Mathews? If so, to what time were they returnable?

Answer. I recollect of four being in my hands at that time from the county court, returnable to Aug't court, 1842, namely: one in favor of Ferguson & Milhado, one in favor of Charles S. Richardson, one in favor of Richard Anderson, and one in favor of Charles and George Reed.

12th question by same. Were these executions included with those from the superior court in the levy made by you, as stated in answer to my 4th and 5th questions?

Answer. They were.

13th question by same. Has John L. Hudgins concealed himself or his property, so as to avoid the execution of process by the sheriff of Mathews? If so, please state when he commenced so to conceal himself, and how long he continued to do so.

Answer. He has concealed himself and property so as to avoid the execution of any process by the sheriff. The first time that I ever knew him to conceal either himself or his property was in the early part of July, 1842, and continued so to do until about 1845.

14th question by same. Will you examine the bill of sale from John L. Hudgins to Houlder Hudgins, a copy of which, marked A, is filed with Edm'd Jones's deposition herewith, and say whether you know any of the property mentioned therein; whether the same was in possession of John L. Hudgins at the date of the bill of sale, and in whose possession it has since been?

Answer. I knew some of the slaves mentioned in said bill of sale, and believe that they were in his possession at the date of said bill of sale, and that some of them continued in his possession until they were sold by the sheriff, under executions against him, (John L. Hudgins.) I know that Mr. John L. Hudgins owned a carriage, and some eight or ten horses. He had on his farm, also, sheep, cattle, &c., but how many I know not.

15th question by same. Did John L. Hudgins continue in possession of the carriage, and the other property mentioned, after the 19th July, 1842?

Answer. The carriage and other property remained on the farm for

some length of time—perhaps twelve or eighteen months, or more. I afterwards learned that the carriage was in York county, and that some of the negroes had been sent off and sold.

16th question by same. After or at the interview with Houlder Hudgins, mentioned by you in answer to my 10th question, did Houlder Hudgins forbid your levying executions against John L. Hudgins on this property?

Answer. He afterwards did forbid my levying any executions on the property in the possession of John L. Hudgins.

17th question by same. What reason did he give why you should not make such levy?

Answer. He said that he had bought the property of his brother John.

18th question by same. Please state, as nearly as you can, with the bill of sale before you, the value of the property mentioned in it.

Answer. By reference to a deposition formerly given by me, to which I have referred to refresh my memory, I find that I valued the negroes at an average of $175; the four horses and two mules at an average of from $30 to $40; forty head of cattle at $200; the carriage and harness, and gig and harness, at about $150; the seventy head of sheep at $80; thirty-five head of hogs at $70; nine beds, and other furniture, at about $312; making, in all, four thousand three hundred and forty-seven dollars.

19th question by same. Do you know the tract of land on which John L. Hudgins resided in 1842? If so, please state the number of acres and probable value of that land, and of any other land then held by him in Mathews county.

Answer. I know that Mr. John L. Hudgins, in 1842, had in his possession a large tract of land,—I suppose about a thousand acres,—but can't tell exactly, without reference to the commissioner's book. I suppose the land at that time would have sold for 8 or 10 dollars per acre, on the usual credit on which lands are sold.

20th question by same. Did the lands of which you speak continue in the possession of John L. Hudgins after the year 1842? If so, how long after that year?

Answer. Mr. John L. Hudgins continued on the farm for some time after 1842, but can't say how long; he was sometimes there, and sometimes on Back river or in York county. I believe his son Thomas has occupied the farm for the last two years.

21st question by same. Does John L. Hudgins still reside at the same place?

Answer. I have seen him there occasionally, but don't know that he has any control there.

22nd question by same. At the sale made by yourself and other trustees, at Seaford, in July, 1842, was Robert Hudgins present?

Answer. He was.

23d question by same. Was there an effort then made on behalf of

John L. Hudgins to procure a loan of a part of the trust-fund; if so, please state how it was proposed to secure the re-payment of such loan?

Answer. John L. Hudgins applied to myself and the other trustees for the loan of money to pay off the executions against him as the security of Thomas Hudgins, and offered to give us a deed of trust on his real and personal estate, both in this county and York county; he also said he would give James M. Vaughan and Robert Hudgins as further security. We had agreed to let him have the am't of money asked for, provided Mr. Vaughan and Mr. Ro. Hudgins would join him in the bond, but Mr. Vaughan, after some time, refused to become the security, and we refused to let him have the money.

The further taking of depositions in this cause is continued until tomorrow, 1st Oct., 1846, at 9 o'clock a. m., to be taken at this place.

H. W. DAINGERFIELD, *Com'r.*

Pursuant to adjournment, I attended at this place, 1st Oct. 1846, at 9 o'clock, when and where came the parties, and the deponent, John Bohannon, proceeded with his deposition.

H. W. DAINGERFIELD, *Com'r.*

24th question by same. When Mr. John L. Hudgins proposed, as stated in your last answer, to give a deed of trust on his lands in Mathews and York counties, to secure the fund which he desired to borrow, were Rob't Hudgins and Elliott W. Hudgins, or either of them, present?

Answer. I don't know that either of them were when he first made the application. Mr. Ro. Hudgins and E. W. Hudgins were both at the Seaford sale, and probably had some conversation with the trustees about borrowing the money.

25th question by same. You say that you do not know that either of them were present when he first made the application; were they, or either of them, present while the treaty for a loan and security on the lands was pending; and the subject of conversation among the parties?

Answer. Mr. John L. Hudgins, James M. Vaughan, Robert Hudgins, Shepard G. Miller, and myself, had some conversation about the matter at Seaford, while the sale was going on. Mr. John L. Hudgins desired us, the trustees, to let him have money enough to discharge the executions then in the hands of the sheriff against him; he said that his brother Robert and Mr. Vaughan would join him in the bond, but the trustees demanded further security; he then offered us a trust-deed on his real and personal estate in Mathews and York counties. My impression is that Mr. Ro. Hudgins agreed to become the security, provided Mr. Vaughan would, but Mr. Vaughan refused, and I am not certain that he ever did agree to become the security. I don't recollect that Mr. E. W. Hudgins was present during that conversation, although he might have been.

26th question by same. Was the trust-deed proposed to be given on the real estate spoken of, in the possession of Ro. Hudgins?

Answer. I think it was.

27th question by same. Did you, on that occasion, or at any other time, before the 8th of August, 1842, hear anything from Robert Hudgins or any other person, of his (Robert Hudgins) having a deed for the lands in Mathews?

Answer. I heard nothing of Mr. Ro. Hudgins having a deed for his bro. John's land, in the county of Mathews, at that time, and don't recollect the exact time when I did hear it.

28th question by same. Did you hear of such deed before it was proven in court to be recorded?

Answer. I never did.

29th question by same. From that time to the present, have you known any act of ownership to be exerted by Mr. Rob't Hudgins over the Mathews lands?

Answer. I have not.

30th question by same. Have you, since the 6th July, 1842, seen Mr. Rob't Hudgins in the county of Mathews; if so, please state how often, and upon what occasions?

Answer. I don't think I have seen him in the county of Mathews since 1842, until about four weeks since.

31st question by same. Have the lands in Mathews, which were in possession of John L. Hudgins in July, 1842, increased or decreased in value since that time; if so, to what has that increase or decrease been owing?

Answer. Lands generally, since 1842, have decreased in value in the county of Mathews; but can't give exactly the reasons why they have decreased.

32nd question by same. Was that land rendered more valuable by the timber on it; and has that timber since 1842 been, to any considerable extent, cut and sold?

Answer. It certainly was; there has been a great deal of timber cut and sold from the land since 1842.

33rd question by same. By whom was it so cut and sold?

Answer. I can't exactly say who sold it; but this fact I know, that about twelve or eighteen months since Mr. Lewis Hudgins, of this county, built a large brig, and a large portion of the timber was got on the land belonging formerly to Jno. L. Hudgins.

34th question by same—by John W. Jarvis, att'y for pl'ff. Will you state any conversation you may have heard in the clerk's office between Elliott W. Hudgins, Shepard G. Miller, or between the said Hudgins and others, in relation to the land owned by Jno. L. Hudgins in the county of York, and the same being conveyed by his father to him; and state what was the purport of the conversation of the said Elliott W. Hudgins, and what time it occurred?

Answer. I heard Mr. Miller tell E. W. Hudgins that he had understood that his, E. W. Hudgins's father, had made him a deed for

his land in York county; Hudgins replied that it was a lie; but in a short time returned and said he would explain; he said that his father had not made him a deed for the whole of his land in York county, but that he had made him a deed for a part of his land; I don't exactly recollect the number of acres he said was deeded to him, but think it was between three and four hundred acres. This conversation took place in the clerk's office in July, 1842.

35th question by same. Will you please state any conversation which was had by you, Shepard G. Miller, Richard Coke, and Houlder Hudgins, senior, at the July county court, 1842; and state what was said by Houlder Hudgins at that time?

Answer. I have just looked at an answer given by me to a similar question to a deposition formerly given by me in the suit of Miller, adm., and find from that deposition, that at July court, 1842, Mr. Coke commenced a conversation with Mr. S. G. Miller on the subject of John L. Hudgins's borrowing money from the trustees to pay off the executions then in the sheriff's hands against him; in the course of the conversation, Mr. Miller gave as a reason for not letting him have the money, he was afraid of pocket-deeds. Mr. Houlder Hudgins was in the court-house at the time, on the bench; so soon as he discovered us or ascertained that we were talking about J. L. Hudgins, he immediately came where we were and asked how long a deed would be good, provided it was not recorded; I think Miller's reply was eight months.

36th question by same. You state in the former part of your deposition, that John L. Hudgins continued on the land, in the county of Mathews, for some time after July, 1842; will you now state who were the white members of his family while he so continued on it, and where they now reside?

Answer. In 1842 Mr. John L. Hudgins's white family, to the best of my knowledge, consisted of himself and wife and three sons, Thomas, Andrew, and Maxwell; Thomas and Andrew still continue to occupy the farm, or in other words, they still remain on the farm.

37th question by same. Will you please state whether or not John L. Hudgins was a married man in 1842; and if so, state where his wife resided and continued to reside; and whether or not he had any other children who resided with him in 1842?

Answer. I think he was a married man in 1842, and that his wife continued with him on his farm until she died; if he had any other children with him, other than those above spoken of, I don't recollect it.

38th question by same. Will you please state what is the pecuniary condition of Thomas, Andrew, and Maxwell Hudgins, and specify the description of property owned by them?

This question objected to by John T. Seawell, counsel for Robt. Hudgins and Elliott W. Hudgins.

H. W. DAINGERFIELD, *Com'r.*

Answer. I believe Andrew Hudgins at this time owns a horse; if

he has any other property I don't know it. Thomas owns a horse and gig, and probably some stock; he probably owns two negroes, sold by me under executions against Jno. L. Hudgins, but can't speak very positive without reference to said executions.

39th question by the same. Will you please state what property was owned by them in 1842?

This question objected to by John T. Seawell, counsel for Robert Hudgins and Elliott W. Hudgins.

H. W. DAINGERFIELD, *Com'r.*

Answer. I know of none.

40th question by same. You state in the preceding part of your deposition, you have had sundry executions in your hands vs. Jno. L. Hudgins, since July, 1842. Will you now be pleased to state whether you have ever received any money of him on executions, or whether you have ever known him to pay any debt since that time?

Answer. Since 1842, I have received of John L. Hudgins, by one of his sons, the am't of a small execution for which he was bound; if he has paid me any other money I have no recollection of it.

1st question by John T. Seawell, att'y for Robert Hudgins and E. W. Hudgins. You have stated that certain executions, marked and referred to by the plff's att'y, were levied by you on property belonging to John L. Hudgins. Will you state whether any endorsement was made of such levy on the executions, or the written acknowledgment of a levy returned by you to the office with said executions? If not, state the reasons for said omission.

Answer. No endorsement of such levy was made on any of the executions spoken of. My impression is, that the attorney for the plt'ff permitted said executions to remain in my hands until the injunction of Sangston & Co. was disposed of, stopping the trust-fund in our hands.

2d question by same. Did or did not the pltff's att'y permit these executions to remain in your hands, with the expectation that they would ultimately be paid out of the trust-fund in the hands of Col. Thomas Hudgins' trustees, injoined by Sangston & Co., in their hands?

Answer. I believe they did.

3d question by same. Were any executions re-issued in the cases you have spoken of, whilst they remained in your hands after the return-day thereof?

Answer. I think not.

4th question by same. Will you explain why, under these circumstances, you should have attempted to obtain possession of the property for which you had a written levy from John L. Hudgins?

Answer. I think I was directed to do so by the plaintiff's att'y so soon as it was ascertained that the trust-fund was injoined in our hands.

5th question by same. You do not seem to be positive as to the

reason why you attempted to get the property. Will you charge your memory more particularly on this subject?

Answer. I don't recollect at this time all the circumstances.

6th question by same. You have stated in your answer to the 7th question by plaintiff's att'y, that you made no effort to get the property before spoken of when you went to John L. Hudgins, and state that you think Houlder Hudgins was probably the cause of its being kept out of your way. Will you state anything said or done by Houlder Hudgins on that occasion which would warrant such an assertion by you?

Answer. Houlder Hudgins said on that occasion, if he were his bro. John, the sheriff should walk over his dead body before any of his property should be taken to pay his bro. Thomas Hudgins's debts, when the trustees had money in their hands belonging to Thomas Hudgins, and would not use it for that purpose.

7th question by same. Was this the only time you heard Houlder Hudgins make such a declaration?

Answer. That was the first time I ever heard him make such a declaration, and as far as my memory serves me at present, it was the only time.

8th question by same. You have stated that Houlder Hudgins applied to the trustees of Thos. Hudgins to let John L. Hudgins have a portion of the money in their hands to pay the debts for which he was bound as security for Thos. Hudgins. Will you state when and where this application was made? which of the trustees was present?

Answer. He made the request at various times the day that I went to Mr. John L. Hudgins for the purpose of getting possession of the property levied on; he said that the trustees ought to let his bro. John have the money. Neither of the other trustees were present on that occasion. I think that he also made the request, on the day of the Seaford sale, in presence of S. G. Miller, and probably Jno. H. Diggs.

9th question by same. You have, during your examination, referred to a deposition given by you, in a suit brought and tried in the superior court of this county, in which you proposed to state all you knew of the circumstances connected with the execution of the bill of sale heretofore spoken of, dated the 19th July, 1842, conveying certain personal property to Houlder Hudgins by John L. Hudgins, and particularly touching Houlder Hudgins' conduct, &c., both before and after the execution of said bill of sale. Will you say now whether your statements on the same subject now are the same you made then in that deposition?

This question is objected to by counsel for the plaintiffs. The deposition referred to, being of record in the superior court of Mathews county, will be the best evidence of its own contents.

H. W. DAINGERFIELD, *Com'r*.

Answer. I have spoken the truth as far as I know and believe.

10th question by same. Will you look on the copy of said deposition here shown, marked A, and attempt to answer the above question more explicitly?

This question is objected to by counsel for the plaintiff, because both depositions being now before this court, the comparison can be made by the court itself, and thus the agreement or disagreement tested.

H. W. DAINGERFIELD, *Com'r.*

Answer. I have endeavored to state the same things in substance.

11th question by same. You have stated that Houlder Hudgins stated to you, or in your presence, that John L. Hudgins owed him about $800. Did you or not understand him as proposing to make a statement of all John L. Hudgins's indebtedness to him at the time, or in anywise to make a full disclosure of his private affairs, so far as John L. Hudgins was concerned?

Answer. I don't recollect that he said anything more about what John L. Hudgins owed him than what I have stated, to wit: that he owed him about eight hundred dollars, and that he wished to have it secured.

12th question by same. Did he or not state the character of this debt, or how he held it?

Answer. I do not recollect that he did.

13th question by same. You have stated that yourself and Ed. Jones went with Houlder Hudgins to John L. Hudgins, on his promising to try and get John L. Hudgins to secure the sheriffs. Will you state how the sheriffs of Mathews were in need of such provision for them, or why they should have wished it?

Answer. I think it was Mr. Jones's opinion that the money might be made of the sheriff before it could have been made of Mr. Jno. L. Hudgins.

14th question by same. You have stated that John L. Hudgins began to conceal his person and property early in July, 1842. Will you state whether you mean to say he concealed his property and person to avoid the levy of the executions before spoken of, or new process placed in the hands of the sheriff? If the latter, will you state, as near as you can, when such new process came to your hands?

Answer. The first property that he concealed from the sheriff was the property on which he had given a written levy. I don't think he concealed himself on that occasion; he kept out of the way of the sheriff after 13th of July, 1842. I *have* just returned from the office, when I found that a writ had been issued in the name of Wm. Williams, ass'ee, against Jno. L. Hudgins, dated July 13th, 1842, and returnable to August rules. The return on that writ is "Not found."

15th question by same. You have stated that you believe some of the slaves named in the bill of sale already spoken of, dated the 19th July, 1842, remained in the possession of John L. Hudgins after the execution of that bill of sale. Will you state whether you know such to be the fact, or is it merely your impression from what you heard?

Answer. I levied executions on several slaves which I found in the possession of John L. Hudgins after the 19th July, 1842.

The further examination of witnesses in this cause is continued until to-morrow, 2nd October, 1846, at 9 o'clock, a. m., at this place.

H. W. DAINGERFIELD, *Com'r.*

Pursuant to adjournment, I attended at this place on the 2nd October, 1846, at 9 o'clock a. m., when and where came the parties, and the deponent, John Bohannon, proceeded with his deposition.

H. W. DAINGERFIELD, *Com'r.*

16th question by same. Will you state when it was that you levied executions on some of the property conveyed by the bill of sale from John L. Hudgins to Houlder Hudgins, dated 19th July, 1842?

Answer. An execution in favor of John Daingerfield came to the hands of the sheriff on 16th Jan'y, 1843, and was levied on negro man Jim about the last of February, or the first of March; about the first Jan'y, 1844, another execution in the name of Seth Miller, adm'r, was levied on negro men Harry and Charles.

17th question by same. Was it in your power to levy on any property of John L. Hudgins before the first execution was levied as above stated?

Answer. I don't think it was in my power to have levied any execution on any of the negroes of John L. Hudgins after the 6th July, 1842, until the levy as above stated was made.

18th question by same. You have stated that John L. Hudgins concealed himself and property from and after the Seaford sale, till this levy in Daingerfield's case was made in February or March, 1843; will you state how you knew that the property conveyed by H. Hudgins's bill of sale remained in John L. Hudgins's possession during this time?

Answer. I have seen some of the negroes on the farm belonging to John L. Hudgins.

19th question by same. Is this the only ground you have for stating that they remained in John L. Hudgins's possession?

Answer. I think that the best reason I can give.

20th question by same. When you saw these negroes on the farm, will you state how far they were from you?

Answer. They were sometimes five or six hundred yards distant.

21st question by same. Will you state where the slaves Harry and Charles were, when you levied on them as before stated, and what they were doing?

Answer. My impression is that I found Harry in the main road, above John L. Hudgins, who informed me that he had been on some errand for his master, John L. Hudgins; don't recollect distinctly whether Charles was seen on that day or not; I don't know where he was on the day I levied on Harry; Harry was not taken into custody on that day, but permitted to go at large, and the next time I saw Harry was at my house, and Charles was with him.

The witness stopped writing his answer to this question with the words, "that day or not," and when reminded that he had not answered it as to Charles, said "he did not recollect where Charles was." The witness now says that he meant this as applying to where Charles was on the day on which he levied on Harry, as above stated. This statement is made at the request of John T. Seawell, counsel for Robert Hudgins and Elliott W. Hudgins.

H. W. DAINGERFIELD, *Com'r.*

22d question by same. Did you or not make any levy on Charles until you saw him at your house, as above stated?

Answer. I don't think I did.

23rd question by same. You have stated that John L. Hudgins concealed his property from the latter part of July, '42, till about 1845; will you state how you knew where his carriage, &c., was during that time?

Answer. I had occasionally seen his carriage on Sundays, and supposed that he kept it in the house when he was not using it; I sometimes saw some of the negroes on Sundays, and in all probability might have spoken to them; I sometimes saw his negroes in the field, but could not approach them; I was informed that the carriage was in York county, probably in the latter part of 1843 or sometime in 1844, but can't be exact about the time.

24th question by same. You have undertaken to value the lands on which John L. Hudgins resided in Mathews, in 1842; will you state what estate he held in that part of the estate on which the houses were standing?

Answer. I can't say anything of my own knowledge, what estate he had; I always found the land on which he resided charged to him on the tax-book.

25th question by same. Can't you state to us your belief on this subject as you have done frequently before, in this deposition, where you had no personal knowledge of a fact as to which you were interrogated?

This question is objected to. The witness has not been interrogated previously as to his "belief founded on any thing else but his personal knowledge, nor is it competent for him to state belief otherwise desired."

J. D. McGILL, *Att'y for Plt'ff.*

Answer. I have understood that he held a life-estate in the mansion-house and a part of the land, how much I do not know.

26th question by same. You have stated that John L. Hudgins at the Seaford sale proposed to secure a loan he wished to obtain from the trustees of Thomas Hudgins, by a deed on his lands in Mathews and York, and say also that you think this statement was made in the presence of Robert Hudgins; will you state whether your impression on this subject is founded on the fact that Robert Hudgins was at the Sea-

ford sale, and concerned about John L. Hudgins getting the loan, &c., or do you recollect distinctly that he was present?

Answer. Mr. Robert Hudgins manifested on that occasion some feeling for his brother John, so also did Mr. John L. Hudgins's other relations. I cannot be more distinct in this answer than in the one heretofore given.

27th question by same. You have stated in answer to plaintiffs' 27th question, that you did not recollect when you first heard of Rob't Hudgins's deed for the lands purchased by him of John L., and state in answer to the 28th question by same, that you never did hear of it till his deed was offered in court to be proven; will you state how you ascertained that that was the first time you ever heard of such a deed?

Answer. I knew nothing of Mr. Robert Hudgins's having a deed for his brother John's land until it was recorded or left with the clerk for that purpose, probably the clerk might have informed me of it.

28th question by same. You have stated that you have not known Robert Hudgins to exercise any acts of ownership over the lands before spoken of, as purchased by him of John L. Hudgins in Mathews since 1842; will you say whether you know who paid the taxes on said land, or whether it was rented of him by any one?

Answer. I do not know.

29th question by same. Have you no reason to believe that these lands are occupied by Thomas Hudgins, jr., as the tenant of Robert Hudgins?

Answer. I have understood such to be the fact, but don't know it of my own knowledge.

30th question by same. You have stated that a good deal of timber has been sold from these lands in the last two years and sold to Lewis Hudgins; do you or not know that any of this timber was cut or sold by John L. Hudgins?

Answer. I do not know that John L. Hudgins cut or sold any of it. Lewis Hudgins informed me that he had cut timber on the land, and that he had paid for it, but don't recollect to whom he paid the money.

31st question by same. You have stated that John L. Hudgins's wife remained with him on these lands till her death; will you please state when that event took place as near as you can?

Answer. I think she died in 1843; Mr. E. W. Hudgins says, she died in February, 1843.

Re-examination for Plaintiffs.

1st question by John D. McGill, attorney. Is the writ, a copy of which, marked F, is hereto attached and now shown to you, in the name of Wm. Williams, ass'ee, the one referred to in your answer to Mr. Seawell's 14th question?

Answer. It is.

2d question by same. Will you examine the copies of executions herewith filed, marked respectively G, H, I, K, and say whether these are the executions referred to in your answer to my 11th question?

Answer. They are the same.

3d question by same. In your answer to Mr. Seawell's 29th question you have stated, in effect, that you have understood that the lands referred to were occupied by Thomas Hudgins, jr., as the tenant of Rob't Hudgins; will you now say from whom or how you so understood?

Answer. I can't say positively from whom I so understood it, but think it more than probable that Thomas Hudgins, jr., told me so.

4th question by same. Will you now state how you managed to get "Charles," the slave mentioned in your answer to Mr. Seawell's 21st question, at your house, so as to make the levy?

Answer. When I fell in with Harry on the road, I told him that I had executions against his master, John L. Hudgins, and that he would have to be sold; I also told him I would like to get hold of some of the other negroes. He said if I would let him alone, he would come down to my house and bring Charles with him, or try and do so. Some short time thereafter, Harry came down to my house and brought Charles with him.

Question by John T. Seawell, for def'ts, Rob't and Elliott W. Hudgins. Will you state what the value was in 1842 of the lands sold by John L. Hudgins to Rob't Hudgins, in Mathews, on which there were no improvements, and to which he had a fee-simple right; I mean the balance of the land, after deducting the tract of about 130 acres, on which the house and domicil is situated, to which you say you have understood he had a life-estate?

Answer. If you take from the farm owned by John L. Hudgins in 1842, 130 acres, with the buildings and improvements thereon, I don't think the remaining portion of the cleared land worth more than six or seven dollars per acre; the timbered land was worth more—from twelve to fifteen dollars per acre.

Question by John W. Jarvis, att'y for plaintiff. What portion of land sold by John L. Hudgins to Rob't Hudgins do you consider timbered land, and what quantity do you consider cleared or arable land?

Answer. Mr. John L. Hudgins in 1842 owned a large body of timbered land; I don't know the number of acres, but don't suppose it was less than four hundred acres; I suppose about five hundred was cleared, or thereabouts.

And further this deponent saith not.

JNO. BOHANNON, Jr.

I, Henry W. Daingerfield, a commissioner duly appointed and authorized by the circuit superior court of law and chancery for the county of Mathews, State of Virginia, to take depositions, do certify, that pursuant to notices duly proven to have been executed, (copies of which notices, with the affidavits of the service thereof, herewith filed with these depositions,) I attended at the time and place mentioned in the said notices; that is to say, at John H. Diggs's tavern, at Mathews' court-house, State of Virginia, usually known by the name of Benson's hotel, on the 23d day of September, 1846, between the hours of sunrise and sunset of that day, for the purpose of examining witnesses

in behalf of Edmund Christian, general assignee in bankruptcy for the circuit court of the United States for the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins, a bankrupt, in a suit now depending in the circuit court of the United States for the eastern district of Virginia, in which the said Edmund Christian, as general assignee in bankruptcy for the said court, and assignee in bankruptcy of John L. Hudgins, a bankrupt, is plaintiff; and Robert Hudgins, Albert G. Hudgins, Elliott W. Hudgins and John L. Hudgins, are defendants. I then and there proceeded to examine Edmund Jones, in solemn form, who being first duly sworn on the Holy Bible, in behalf of the said plaintiff, in the presence of John D. McGill and John W. Jarvis, counsels for Edmund Christian, and John T. Seawell, counsel for Elliott W. Hudgins and Robert Hudgins; Elliott W. Hudgins and Robert Hudgins being present during this examination; John L. Hudgins and Albert G. Hudgins not being present during this examination. The examination of the said Edmund Jones not being completed on the 23d September, 1846, I continued the taking of the deposition of the said Edmund Jones until the next succeeding day thereafter, between the hours of sunrise and sunset, at the same place, and so on, at the request of the counsel for Edmund Christian, from day to day, Sundays excepted, until the 30th September, 1846, when the examination of the said Edmund Jones being completed, he subscribed the same in my presence; each of the parties and their attorneys, who were present on the first day, being present on each subsequent day of the examination.

After concluding the deposition of Edmund Jones on the 30th September, 1846, I commenced the examination of John Bohannon, jr., another witness in behalf of the said plaintiff, in the same suit, who was first duly sworn on the Holy Bible, in the presence of the same parties at the same place, between the hours aforesaid, and continued the examination of the said witness from day to day at the same place, and between the same hours aforesaid, in the presence of the said parties above stated, until the same was concluded on the 2d October, 1846, when the witness, John Bohannon, jr., subscribed the same in my presence; and the counsel for the plaintiff not desiring to proceed with the examination of witnesses at this time, I now close and certify the same, with the exhibits A, B, C, D, E, F, G, H, I, K, for the plaintiff, and A for the defendants, to circuit court of the United States for the eastern district of Virginia.

I am requested and required by John T. Seawell, counsel for Elliott W. Hudgins and Robert Hudgins, to state, that he excepts to all the matter contained in these depositions not applicable to the particular case in which they are taken, to be read in evidence; and I am further required by Elliott W. Hudgins to state, that he objects to the deposition of Edmund Jones, for the reason that the said deponent did not sign the same until about 5 minutes after sunset on the 30th September, 1846. Your commissioner states and hereby certifies, that the deponent, Edmund Jones, had finished his deposition in all other re-

spect before sunset of the 30th September, 1846, and was reading it over when the sun went down on the 30th September, 1846, and signed his deposition about 5 minutes after sunset of the said 30th September, in the presence of your commissioner, Elliott W. Hudgins, Robert Hudgins, and John W. Jarvis, counsel for the plaintiff, Edmund Christian.

In testimony of all which, I hereunto subscribe my name and affix my seal, this 2d day of October, 1846, at John H. Diggs's tavern, at Mathews Court-house, State of Virginia.

HENRY W. DAINGERFIELD,

Commissioner to take depositions in chancery, appointed and authorized by the circuit superior court of law and chancery for the county of Mathews, State of Virginia.

Commissioner's fee for taking Ed. Jones's deposition - -	$5 00
" " John Bohannon's - - -	5 00
	$10 00

Here follows the deposition of John Bohannon, junr., of lawful age, who first being duly sworn, upon the Holy Evangelists of Almighty God, deposeth and sayeth, in answer to the following questions:

1 question by the defendant, Larkin Miller, admor. of Seth Miller, dec'd. Are you either direct or indirectly interested in this suit, or in any decree or judgment which may be rendered in it?

Answer. No.

2nd ques. by the def't, Larkin Miller, admor., &c. Will you please state whether Houlder Hudgins ever requested you to lend the money arising from the sales of the property, in a deed of trust from Thom's Hudgins to his creditors, in which you were one of the trustees, and whether, in such conversation, he ever said there were any deed or covers on John L. Hudgins's real or personal estate?

Ansr. I heard him say, that we, (the trustees,) ought to let him, John L. Hudgins, have it; that there would be no difficulty in doing so, or that we ought to pay off the executions against Tho's Hudgins, for which John L. Hudgins was bound.

3d quest. by the def't, Larkin Miller, admor. of Seth Miller. Please state what was the amount of executions in your hands, for which John L. Hudgins was bound?

Ansr. Twelve or fifteen hundred dollars; but this guess-work.

4th quest. by the def't, Larkin Miller, admor. of S. Miller. Will you please state what amount of executions went into the hands of the sheriff of Mathews, for which John L. Hudgins was bound, and which were unsatisfied up to the 19th day of July, 1842?

Ansr. There were, to the best of my recollection, about twenty-four hundred dollars, but I cannot state specifically the amount; I cannot say what amount was unsatisfied on the 19th of July, 1842.

5th question by Larkin Miller, admor. of Seth Miller, dec'd, one of the def'ts. Did not Richard Coke, at July court, 1842, request or say to you and Shepard G. Miller, as trustees of Thomas Hudgins, that you ought to let John L. Hudgins have the trust fund to relieve himself as the security of Thomas Hudgins; and that there would be no danger in doing so, provided you would take a deed of trust upon John L. Hudgins's property; and did you not reply, that you were afraid of pocket-deeds; and when saying so, did not Houlder Hudgins come where you were in conversation and say, there was no such thing as a pocket-deed; that a lien on his property would be very good security.

Ansr. This conversation was commenced with Mr. Miller, at July court, 1842, in the court-house, and I was present; he said he was afraid of pocket-deeds; Mr. Hudgins was on the bench at the time, and immediately came where we were talking, and had some convertion with us on the subject; and I think he asked how long a deed would be good, provided it was not recorded; Mr. Miller's reply was, "eight months," to the best of my recollection; I do not distinctly recollect whether Mr. Hudgins said there was no such thing as a pocket-deed.

6th question by the defendant, Larkin Miller, admor. of S. Miller. Did not Houlder Hudgins, at the time, and in the conversation detailed by you in your last answer request or state to you, that you ought to let John L. Hudgins have the trust fund to relieve John L. Hudgins as the security of Thomas Hudgins; and that, whether he did not say it would be perfectly safe, and whether you did not assign him the reason why you would not; and state what was the reason?

Ansr. I have no recollection that he did make that request in the conversation referred to; he might have done it, but I cannot recollect; and I do not recollect that he said it would be perfectly safe, nor do I recollect that I assigned any reason why it would not.

7th question by the def't, Larkin Miller, admor. of S. M. You state Houlder Hudgins came up while Mr. Miller, yourself and Mr. Coke, were in conversation, and engaged in it, and asked how long a deed would be good before its recordation; will you please state what conversation led to the inquiry, and what other conversation was at the time?

Ansr. I think I have stated all I recollect about the conversation.

8th question by Larkin Miller, admor. of Seth Miller. Will you please state whether you ever heard Houlder Hudgins say how much John L. Hudgins was indebted to him, any time previous to the 19th day of July, 1842.

Ansr. In a conversation of Mr. Houlder Hudgins with Mr. Miller, and, I think, Mr. Ed. Jones had, at the end of the office, some time after the sale at Seaford, which occurred on the 4th of July, 1842, I heard Mr. H. Hudgins say that John L. Hudgins owed him about eight hundred dollars.

9th question by the def't, Larkin Miller, admor. In the conversation spoken of in your last answer at the office, will you please state whether Houlder Hudgins spoke or said anything about a bond of $2,000, or $2,100 due him by John L. Hudgins, and whether he did not appear to be anxious to have his debt of eight hundred dollars, spoken of in your last answer, secured by John L. Hudgins.

Ansr. He said nothing about a bond of $2,000 or $2,100, but appeared to be anxious to have his debt of eight hundred dollars secured, and on the same day of the conversation at the end of the office, Mr. Houlder Hudgins said to Mr. Jones and myself, that he was going to take a deed of trust on Mr. John L. Hudgins's property to secure the payment of the money John L. Hudgins owed him, and, if we would go with him home, he would include the sheriff's, or try to do so in the deed which he was about to take; we went up the same day; when we got to Mr. Parker Richardson's store, he, Houlder Hudgins, asked us to stop there until he went to John L. Hudgins to see about making the deed, as Mr. Jno. L. Hudgins, at the time, would not be seen by the sheriffs; Mr. Houlder Hudgins stayed at John L. Hudgins's until about dinner time, when he returned to the store, said to Mr. Jones and myself, we had better go with him home and get dinner; that he had not done anything yet; we then went with him home and got dinner; while we were there waiting for dinner, Mr. Jones picked up a book; I think it was Henning's Justice; shortly after, one of the sons of John L. Hudgins, (I think Thomas,) came in and had some private conversation with Mr. Houlder Hudgins, I think in the dining-room, and after he left we dined; then Mr. Houlder Hudgins said he would take my horse and ride over to John L. Hudgins's and see about this matter, and try to have it fixed, and requested us to stay at his house until he returned; after he had gone, Mr. Jones went into the house for the purpose of examining Henning's Justice, with regard to some law, and could not find it, and the book was not in the room where he had left it, and he sent a servant in another room to inquire for it, and the answer was, it was not there. Mr. Jones then said to me, that young man, son of John L. Hudgins, must have carried it away, and that he reckoned that was what he came for, and hoped that they were going to do something, as they had the book; we stayed there until late in the evening, when we saw Colo. Allen and Houlder Hudgins's overseer pass Mr. H. Hudgins's gate, coming from up the road; when I saw them pass the gate I supposed that the deed was executed, and that they were going to the office to have it recorded, and proposed to Mr. Jones to leave, and the impression of our minds was, the sheriff was left out, and therefore it was unnecessary for us to stay longer; Mr. Jones and myself rode to *to* John L. Hudgins's in Mr. Jones's gig; Mr. Houlder Hudgins met us at Mr. John L. Hudgins's road gate, and said that the deed to him was then completed, and he could not then rip it up to embrace the sheriff's; I think I asked Mr. H. Hudgins if he had not sent the deed to be recorded, and he said he had not; Mr. John L.

Hudgins's house was closed; we did not go inside the yard; I got my horse, and Mr. Jones and myself left and went home.

10th quest. by Larkin Miller, adm'r of Seth Miller. Did you ever have a conversation with Houlder Hudgins in relation to your levying on John L. Hudgins's property to satisfy executions in your hands, any time after the 4th of July, 1842, and please state what was said at that time?

Ansr. Immediately after the Seaford sale, (during the same week, I think,) I went up to Mr. John L. Hudgins's for the purpose of getting possession of his negroes, as he had previously given me a written levy on some negroes, and had with me then Joseph Bohannon, and, I think, Edmond Bohannon; before we got to Mr. John L. Hudgins's, Mr. Houlder Hudgins met us at his gate and asked me where we were going; I told him we were going to Mr. John L. Hudgins's for the purpose of getting hold of some of his negroes; he then said, if he were in his brother John's place—before he would suffer his negroes to be taken for the purpose of paying his bro. Tho's debts—as the trustees of Thomas Hudgins had money in their hands for that purpose, he would kill any sheriff, or suffer any death himself, or words to that amount; after that conversation I went to Mr. John L. Hudgins's; Mr. Houlder Hudgins went also, and when I got there, no negroes could be found; Mr. John L. Hudgins refused to deliver the negroes, but said he would do what was right in the matter.

11 question by Larkin Miller, adm'or of S. M. Will you please state, with as much accuracy as you can, the day you say you and Mr. Jones went to Houlder Hudgins's, on which he said the deed was fixed, and it could not be up so as to let in the sheriff—the day referred to in the answer previous to the last answer.

Answ'r. All this transpired on the day of the conversation at the end of the office, which I think was in the latter part of the week of July court.

12 question by Larkin Miller, adm. of Seth F. Miller. Will you please state, as near as you can, the day the conversation spoken of by you, as taking place between yourself, Edmond Jones, and Houlder Hudgins, at the clerk's office, in which he said if you and Mr. Jones would go up with him he would endeavor to get the sheriff secured in a deed, which he was going to take, and in which you went to Houlder Hudgins's house, and subsequently to John L. Hudgins's, where, meeting with Houlder Hudgins at the gate, he said the deed was fixed, and he could not rip it up to secure the sheriff.

Ans'r. Shortly after July court, 1842, which took place on 11th July, 1842.

13 question by Larkin Miller, adm'r of S. M. Will you please state, whether or not John L. Hudgins has paid you any money on executions since July court, 1842, and whether he has or has not kept himself out of the way of the sheriff so that the process of law cannot be served on him ever since.

Ans'r. I received money on an execution against Mrs. Marchant,

for which John L. Hudgins was bound, from Thomas Hudgins, son of John L. Hudgins, who told me that it was sent to me by his father, amounting to between $50 and $90, which is all the money I have any recollection of receiving from him since July, 1842. I have not had it in my power to execute a process upon him since that time.

14 question by Larkin Miller, ad'or of Seth Miller. Will you please state, whether John L. Hudgins does not keep his house shut against all sheriffs and constables at this time, and whether he has not done so since July court, 1842?

Ans'r. I believe he does; I always find his house shut when I go there.

15 question. Will you please state, whether John L. Hudgins does not reside on the same farm he did previous to July court, 1842, and whether the negroes, carriage, horses, stock, farming utensils, and all the perishable property of John L. Hudgins, does or does not remain on the farm, and is not used by him and his family in the same manner it was previously to July court, 1842?

Ans'r. He resides at the same place he did previous to July court, 1842, and where has resided ever since I knew him. I do not think all the negroes that were there previous to July, 1842, are there now, for some of them have been sold. I have sold one of them myself since, under an execution in favor of John Dangerfield. I understand the carriage is in York county. A young man in said county asked me if the right was a good one; that a man had offered it to him for sale, but would not tell me *he* offered it, but I guessed who it was. I thought Mr. Richard Garrett offered it to him. I told the young man it belonged to Mr. Houlder Hudgins, as Mr. Houlder Hudgins had a deed from Mr. Jno. L. Hudgins for all of his personal estate. The carriage remained in the possession of Mr. John L. Hudgins up to the first of the present year. I have seen it in the road with Mr. John L. Hudgins's horses and his driver; and I have seen it in his yard. Reports say Mr. Richard Garrett married a niece of Jno. L. Hudgins. The horses (or at least some of them) that were there before July, 1842, were there a short time ago; the other stock I know nothing about.

16 question by Larkin Miller, adm'r of Seth Miller, one of the defendants. Will you please state, whether you have ever seen the negroes belonging to John L. Hudgins previous to the July court, 1842, frequently at work on the farm of John L. Hudgins, and whether you have seen any difference in the management of the farm since that time, and whether you have or have not been able to levy any execution on the said negroes?

Ans'r. I have frequently seen the negroes which belonged to John L. Hudgins previous to July, 1842, at work on the farm on which the said Hudgins now resides. The management of the farm has been conducted in the same manner it was usually until the present year, and now it is managed by an Eastern-shore man, as I am informed. I levied on a negro which I sold for the benefit of John Dangerfield, by

going in the field and taking him by stratagem, (with some other persons.) Some of the negroes run to the house. I seldom saw any negroes in the yard, except old ones worth nothing. I have frequently seen them in the field, but they appeared to be shy.

17th question by Larkin Miller, adm'r of Seth Miller. Have you ever seen any of the negroes, mentioned in the bill sale, bearing date 19th day of July, 1842, in the possession of Houlder Hudgins? and state whether the slaves Charles and Harry have or have not been in the possession of John L. Hudgins since July, 1842?

Ans'r. I have not seen any of the negroes with whom I am acquainted, mentioned in the bill of sale, in the possession of Houlder Hudgins since July, 1842. I believe the negroes, Charles and Harry, have been in the possession of John L. Hudgins ever since the date of the bill of sale up to the time of the levy spoken of in this cause, for I have frequently seen them there at John L. Hudgins's as usual with the other negroes.

18 question by Larkin Miller, adm'or of Seth Miller. Will you please state, what time it was in the evening when yourself Mr. Jones went to Jno. L. Hudgins's, when Houlder Hudgins met you at the gate, and whether he had obtained a deed and could not rip it up to secure the sheriffs, and whether you saw any negroes about the yard at the time?

Ans'r. I think it was about 5 o'clock p. m.; and I have no recollection of seeing any negroes, either in the road or at Mr. Jno. L. Hudgins's, during that evening.

JNO. BOHANNON, JR.

Having progressed in taking these depositions thus far, and the hours having nearly expired, agreeably to notice, they were adjourned until to-morrow, agreeably to notice, in the presence of the plaintiff, Houlder Hudgins, and his counsel.

W. M. BROWNLEY, *J. P.* [SEAL.]

On the 28th day of March, 1844, at 9 o'clock a. m., the parties assembled at the tavern of Ed. P. Benson, at Mathews Court-house, and proceeded to take the deposition of John Bohannon, which was commenced and not completed on yesterday, was adjourned over until to-day, agreeably to notice, before referred to in the caption of these depositions.

1 quest. by plff's counsel. Have or have not any executions come to yr. hands, or any other sheriff of this county, to yr. knowledge, against Jno. L. Hudgins, on judgments rendered since the 19th day of July, 1842? If yea, state the number and for what amount, as well as you can recollect.

Answer. I think some have come to my hands, but I cannot recollect how many or for what amounts.

2 question by same. Were or were not the greater part, if not the whole of the executions out vs. Jno. L. Hudgins, in July, 1842, as

the security of Thos. Hudgins, satisfied out of the fund arising from the sale of Tom. Hudgins's property, under the trust-deed referred to by you in the course of this examination, to you and others as trustees?

Ans'r. I think all that were in my hands previous to July 4, 1842, were paid out of the trust-fund about the last of Feb'y, 1843; and I think all the executions which were in the hands of the other sheriffs previous to 4th July, 1842, were also paid out of the same fund about the same time. But there were executions stayed in the office until sometime after the sale at Seaford, when they were placed in the hands of the sheriff of this county, (and my opinion is that some of them were sent to the sheriff of York county before they came into the hands of the sheriff of this county.)

3 quest. by same. Had you, or not, and the other trustees of T. Hudgins, at the time you went with Houlder Hudgins to try and get a deed from Jno. L. Hudgins to embrace the sheriff, &c., the money arising from the sale of Thos. Hudgins's property in yr. hands?

Ans'r. We had not collected all of it, but considered it as being in our hands. Mr. Houlder Hudgins had not paid the amount of his purchase, together with some others.

4 question by same. You have spoken of going after some of Jno. L. Hudgins's negroes on which you had a written levy; will you now state if the executions, under which you say you had that levy, were or were not out of date, that is, had not the return-day thereof passed?

Ans'r. Some were and some were not; some were returnable to the first Monday in July, and some to July court, which was the second Monday.

5 quest. by same. Had, or had not, the executions above spoken of by you, been previously levied on Thos. Hudgins's property? If yea, had they not been subsequently embraced in the deed of trust from T. Hudgins to you and others, and stayed?

Ans'r. I know I levied none. All the executions which were against Thomas Hudgins and John Hudgins, as his security at the time of making the deed of trust, were embraced in said deed, (as far as my memory serves me.)

6 quest. by same. Can you now assert that any one of the negroes named in the bill of sale, dated the 19th of July, 1842, and filed as an exhibit in this cause, and now shown you, marked B, were embraced in the written levy you have spoken of?

Ans. Yes. Some of them, which are mentioned in this bill of sale, referred to in your question, were embraced in the written levy given to me by John L. Hudgins. I recollect that Charles was in it; and two of the women, I think, were embraced, and some of them embraced in the levy I afterwards learned were on Back river; I do not know their names—all the negroes of Jno. L. Hudgins.

7 quest. by same. You say you did not know the names of all the slaves of Jno. L. Hudgins; will you now say how you know that Charles, mentioned in the bill of sale, was the same one given up to you by the aforesaid written levy?

Ans'r. I know only one Charles of his; he may have more than one. I don't know.

8th quest. by same. Can you now state, on your oath, that the slave Charles, mentioned in the bill of sale before spoken of, is the same identical slave entered in the aforesaid written levy to you by Jno. L. Hudgins?

Ans'r. He is the one I thought was in the levy; I know of no other man of his by that name, though he might have had others.

19th question by Larkin Miller, admin'r of Seth Miller. Will you please look at the bill of sale filed as an exhibit with the plaintiff's bill, bearing date 19th day of July, 1842, and state what you would think would be the fair valuation of the property mentioned in it was worth at the time it bears date?

Ans'r. I do not know all the negroes; but I suppose, from the knowledge I have of them, that $175, as an average, is the full value. The 4 horses and 2 mules I think were on an average worth from $30 to $40; the 40 head of horned cattle I think were worth $200; the carriage and harness and gig and harness I think was worth more than $150; the 70 head of sheep, I suppose, were worth $80; the 35 head of hogs, I suppose, were worth $70; the 9 beds and furniture, household and kitchen furniture, farming utensils, &c., I think were worth about $312, making the sum of $4,347.

Quest. by pl'ff counsel. Have you made the above valuation on the supposition that the property was sold for cash or credit?

Ans'r. Upon the supposition that it was sold for cash.

And further this deponent sayeth not.

JNO. BOHANNON, JR.

Subscribed and sworn to before me, a justice of the peace for the county of Mathews, on the 28th day of March, 1844.

WM. M. BROWNLEY, *J. P.* [SEAL.]

I, Shepard G. Miller, clerk of the circuit superior court of law and chancery for Mathews, certify that the foregoing is truly copied from the deposition of John Bohannon, jr., filed in a bill of injunction decided in the said court at October term, 1844, in the name of H. Hudgins against Miller's admin'r, &c.

SHEPARD G. MILLER, *C. C.*

The following is a copy of the bill of sale referred to in the foregoing depositions of Jno. Bohannon, jr.

Know all men by these presents, that I, John L. Hudgins, for and in consideration of the sum of four thousand dollars to me in hand paid by Houlder Hudgins, sen'r, of the county of Mathews, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and delivered, and by these presents do grant, bargain, sell, and deliver to the said Houlder Hudgins, sen'r., the following negro slaves: Old Jim, Little Jim, Harry, John, Peyton, Washington, Charles, Brass, Kit, Bill,

Phylitia and child, Sarah, Tena, Lydia, Polly, Sally, Eve, and two children, Stafford or Sena; also, four horses and two mules, forty head of horned cattle, seventy head of sheep, thirty-five head of hogs, one four-wheeled carriage and harness, a gig and harness, nine beds and furniture, all my household and kitchen furniture, farming utensils of every description, including carts, &c., to have and to hold the above-named property, with the future increase of said slaves and other property, unto him, the said Houlder Hudgins, sen'r, his executors and assigns, free from the claim or claims of myself, and of all claiming under me, and of all and every person or persons, bodies politic or corporate whatever; and I do hereby warrant to said Houlder Hudgins the title to all and every part of the property hereby conveyed against the claims or demands of all and every person or persons whatever. In witness whereof, I have hereunto set my hand and seal, this 19th day of July, 1842.

JOHN L. HUDGINS, [SEAL.]

Signed, sealed, and delivered in presence of—
PARKER B. RICHARDSON.

In Mathews county court, April 10, 1843. This bill of sale was this day proved in open court by the oath of Parker B. Richardson, the subscribing witness to the same, and ordered to be recorded.

Teste:
SHEPARD G. MILLER, *C. C.*

A copy. Teste:
SHEPARD G. MILLER, *C. C.*

The following are copies of depositions filed in the cause on behalf of the plaintiff:

Depositions.

To John L. Hudgins, a citizen of the county of Matthews, and State of Virginia, Robert Hudgins, a citizen of Elizabeth City county, and State of Virginia, and Elliott W. Hudgins and Albert G. Hudgins, also citizens of the State of Virginia:

You will be pleased to take notice, that I shall, on Thursday, the 22d day of October, the present year, 1846, between the hours of sunrise and sunset, at the tavern of John H. Diggs, usually known by the name of Benson's hotel, at Mathews Ct.-house, State of Virginia, take the depositions of Shepard G. Miller, Edmond Bohannon, Alexander James, Robert Sibley, John H. Diggs, Thomas Edwards, Robert Mathews, Joseph Bohannon, Baldwin Foster, and others, to be read in evidence in a suit now depending in the circuit court of the United States for the eastern district of Virginia, in which you are the defendants, and I, as the general assignee in bankruptcy for the said district, and assignee in bankruptcy of John L. Hudgins, a bankrupt, am the plaintiff; and if the said depositions be not taken or completed on the day aforesaid, they will be continued until the next succeeding day thereafter, between the hours aforesaid, at the same place aforesaid,

and so on, from day to day, Sundays excepted, until they are completed, when and where you may attend if you think proper.

Yours, &c.,

EDMUND CHRISTIAN,

General assignee in bankruptcy for the circuit court of the United States for the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins, a bankrupt.

VIRGINIA, *Mathews county, to wit:*

This day Andrew B. Jarvis personally appeared before me, W. Shultice, one of the commonwealth's justices of the peace for the State and county aforesaid, and made oath, in solemn form on the Holy Bible, that on the 2d day of October, the present month and year, he delivered to Robert Hudgins and Elliott W. Hudgins a copy of the within notice at the court-house of Mathews county; and on the 6th day of October, the present month and year, he also delivered a copy of the within notice to John L. Hudgins and Albert G. Hudgins, at the court-house of Mathews county.

Given under my hand and seal, this 22d day of October, eighteen hundred and forty-six, at the county and State aforesaid.

W. SHULTICE, *J. P.* [SEAL.]

VIRGINIA, *Mathews county, to wit:*

I, Henry W. Daingerfield, commissioner of the circuit superior court of law and chancery, for the county of Matthews, State of Virginia, to take depositions in chancery, do certify that the notice hereto appended is the notice under which I proceeded to take the depositions of William Basset, Shepard G. Miller, Thomas Edwards, A. K. Shepard, John W. Dixon, Alexander James, and Robert Sibley, witnesses on behalf of Edmund Christian, general assignee in bankruptcy for the circuit court of the United States for the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins, a bankrupt, to be read in evidence in a suit now depending in the circuit court of the United States for the eastern district of Virginia, in which the said Edmund Christian, as general assignee in bankruptcy for said court, and assignee in bankruptcy of John L. Hudgins, a bankrupt, is plaintiff, and John L. Hudgins, Robert Hudgins, Elliott W. Hudgins, and Albert G. Hudgins, are defendants; which said depositions were commenced on the 23d day of October, and concluded on the 30th day of the same month, the present year, 1846; which said notice was mislaid when I made my certificate to said depositions, and transmitted them to the circuit court of the United States for the eastern district of Virginia, at Richmond, Virginia.

In testimony of which I hereunto set my hand and affix my [SEAL.] seal, this 11th day of November, in the year eighteen hundred and forty-six.

HENRY W. DAINGERFIELD, *Com'r.*

Phylitia and child, Sarah, Tena, Lydia, Polly, Sally, Eve, and two children, Stafford or Sena; also, four horses and two mules, forty head of horned cattle, seventy head of sheep, thirty-five head of hogs, one four-wheeled carriage and harness, a gig and harness, nine beds and furniture, all my household and kitchen furniture, farming utensils of every description, including carts, &c., to have and to hold the above-named property, with the future increase of said slaves and other property, unto him, the said Houlder Hudgins, sen'r, his executors and assigns, free from the claim or claims of myself, and of all claiming under me, and of all and every person or persons, bodies politic or corporate whatever; and I do hereby warrant to said Houlder Hudgins the title to all and every part of the property hereby conveyed against the claims or demands of all and every person or persons whatever. In witness whereof, I have hereunto set my hand and seal, this 19th day of July, 1842.

JOHN L. HUDGINS, [SEAL.]

Signed, sealed, and delivered in presence of—
PARKER B. RICHARDSON.

In Mathews county court, April 10, 1843. This bill of sale was this day proved in open court by the oath of Parker B. Richardson, the subscribing witness to the same, and ordered to be recorded.

Teste:
SHEPARD G. MILLER, *C. C.*

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and so on, from day to day, Sundays excepted, until they are completed, when and where you may attend if you think proper.

Yours, &c.,

EDMUND CHRISTIAN,

General assignee in bankruptcy for the circuit court of the United States for the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins, a bankrupt.

VIRGINIA, *Mathews county, to wit:*

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Given under my hand and seal, this 22d day of October, eighteen hundred and forty-six, at the county and State aforesaid.

W. SHULTICE, *J. P.* [SEAL.]

VIRGINIA, *Mathews county, to wit:*

I, Henry W. Daingerfield, commissioner of the circuit superior court of law and chancery, for the county of Matthews, State of Virginia, to take depositions in chancery, do certify that the notice hereto appended is the notice under which I proceeded to take the depositions of William Basset, Shepard G. Miller, Thomas Edwards, A. K. Shepard, John W. Dixon, Alexander James, and Robert Sibley, witnesses on behalf of Edmund Christian, general assignee in bankruptcy for the circuit court of the United States for the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins, a bankrupt, to be read in evidence in a suit now depending in the circuit court of the United States for the eastern district of Virginia, in which the said Edmund Christian, as general assignee in bankruptcy for said court, and assignee in bankruptcy of John L. Hudgins, a bankrupt, is plaintiff, and John L. Hudgins, Robert Hudgins, Elliott W. Hudgins, and Albert G. Hudgins, are defendants; which said depositions were commenced on the 23d day of October, and concluded on the 30th day of the same month, the present year, 1846; which said notice was mislaid when I made my certificate to said depositions, and transmitted them to the circuit court of the United States for the eastern district of Virginia, at Richmond, Virginia.

In testimony of which I hereunto set my hand and affix my [SEAL.] seal, this 11th day of November, in the year eighteen hundred and forty-six.

HENRY W. DAINGERFIELD, *Com'r.*

Deposition of William Bassett and others,

Of lawful age, taken on behalf of Edmund Christian, general assignee in bankruptcy for the circuit court of the United States for the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins, a bankrupt, before me, Henry W. Daingerfield, a commissioner duly authorized and appointed by the circuit superior court of law and chancery, for the county of Matthews, State of Virginia, to take depositions, &c., &c.

And the said William Bassett, being first sworn on the Holy Bible, deposeth and saith, in answer to the following interrogatories:

1st question by John W. Jarvis, counsel for Edmund Christian. Will you be pleased to state any conversation which you may have had with Houlder Hudgins, in relation to his brother John L. Hudgins owing him, the said Houlder Hudgins, money; and state how much the said Houlder said his brother John L. Hudgins owed him, and at what time the conversation took place, or if you never had any conversation with Houlder Hudgins, snr., yourself, in relation to his brother John L. Hudgins's indebtedness to him; will you be pleased to state any conversation you may have heard between them and others, when you were present, in relation to his brother John L. Hudgins's indebtedness to him, and state all that occurred?

Answer. Shortly after the sale at Seaford Mr. Houlder Hudgins was at the clerk's office, and in conversation with Shepard G. Miller and others, I think in conversation about a deed of trust, which they talked of taking from John L. Hudgins, Mr. Houlder Hudgins observed, "that if the trustees did take a deed from John L. Hudgins he should like to be embraced in that deed, for that his brother John owed him; I do not recollect the exact sum, but it was as much as $700; it might be $900.

2nd question by same. Will you be pleased to state at what time this conversation took place, and at what office it occurred?

Answer. Shortly after the sale at Seaford; I cannot say what day it was; it occurred at the clerk's office of Matthews county.

3rd question by the same. Did Mr. Houlder Hudgins, snr., at that time, referred to in your answers, speak of any debt due him by his brother John L. Hudgins, other than the one referred to in your first answer?

Answer. Not that I recollect of.

4th question by the same. Did you ever hear Houlder Hudgins, snr., say at any time that his brother John L. Hudgins owed him a debt of about two thousand dollars; if so, will you be pleased to state when he said so?

Answer. I never did.

5th question by the same. How long after the Seaford sale was it when you heard the conversation referred to in your first answer, and be pleased to state whether Houlder Hudgins at the time expressed any apprehension *least* he might *loose* the debt which he said his brother John L. owed him?

Answer. I cannot say how long it was; Houlder Hudgins did not express any apprehension, I think; I was writing at the time.

6th question by the same. You stated in your first answer that the conversation you heard between Houlder Hudgins and others, in relation to his brother John L. Hudgins's indebtedness to him, occurred shortly after the Seaford sale; I wish, if you can recollect, how many days, weeks, or months it was after the Seaford sale?

Answer. It might be the latter part of the week on which the sale took place.

7th question by the same. You state in your last answer, it might be the latter part of the week on which the Seaford sale . As you do not speak positively, I wish, if you can charge your memory particularly, you would do so.

Answer. I cannot say anything further about it.

8th quest. by the same. Is it your impression at this time that the conversation referred to in your first answer took place in the latter part of the week of the Seaford sale; if not, how long was it after the Seaford sale?

Answer. I cannot say anything further about it.

9th question by the same. My object for propounding the last question, and one or two preceding it, is not put with the view of annoying you, but simply to direct your attention to the period at which conversation, referred to in your last answer, occurred; and I again respectfully ask that you will be pleased to state the time as near as you can recollect?

Answer. So I have.

10th question by the same. You state in your last answer that you have stated the time; will you be pleased again to repeat it, if you have done so?

Answer. I say again it might have been the latter part of the week in which the Seaford sale took place.

11th question by the same. Am I to understand from your last answer, that your impression is that the conversation referred to in your first answer took place in the latter part of the week in which the Seaford sale occurred, or about that time?

Answer. It was shortly after the sale at Seaford, it might have been the latter part of the same week.

12th question by the same. You refer to a sale at Seaford in your last answer; will you be pleased to state at what sale at Seaford you refer to?

Answer. The sale of Thomas Hudgins's property, sold by trustees, Shepard G. Miller, John Bohannon and John H. Diggs, for the benefit of the creditors of Thos. Hudgins, which took place on the 4th July, 1842.

And further this deponent saith not.

WM. BASSETT.

At this stage of the examination the counsel for the plaintiff said he had closed the examination in chief. Mr. Elliott W. Hudgins, who

was present during the examination of this witness, desired that the said examination should not be closed until to-morrow, in order that his counsel might be present, and for that reason the deposition is left open until to-morrow, Oct'r 23d, 1846, and the examination of the other witnesses, who are to depose in this cause, is continued until to-morrow, Oct'r 23d, 1846, to be at this place between the hours of sunrise and sunset.

H. W. DAINGERFIELD, *Com'r.*

Pursuant to adjournment on yesterday, 22d, I attended at this place, John H. Diggs's tavern before mentioned, about the hour of 12 o'clock m. on this 23d Oct'r, when came before me the witness, William Bassett, John T. Seawell, counsel for Elliott W. Hudgins and Ro. Hudgins, Elliott W. Hudgins, and John W. Jarvis, counsel for Edmund Christian; and Elliott W. Hudgins nor his counsel, John T. Seawell, not arising to propound any question to the said witness, William Bassett, the said witness closed his deposition by signing the same. Then commenced the examination of Shepard G. Miller, to be found on the next page.

H. W. DAINGERFIELD, *Com'r.*

As counsel for Robert Hudgins and Elliott W. Hudgins, I object to the reading of this deposition, as wholly irrelevant to the matters in issue in the cause between Christian, ass'ee, and those def'ts.

JOHN T. SEAWELL.

Here follows the deposition of *Shepard G. Miller*, of lawful age, taken before me, H. W. Daingerfield, com'r as aforesaid, on this 23d Oct'r, 1846, at the tavern of John H. Diggs, at Matthews court-house, Virginia, who, being first duly sworn, deposeth and saith:

1st question by John W. Jarvis, counsel for Edmd. Christian. Are you acquainted with John L. Hudgins? And if so, state how long you have known him, where you and the said John L. Hudgins have resided during your acquaintance with him?

Answer. I am acquainted with Mr. John L. Hudgins, and have been since the year about 1824 or –'5; he has resided in this county, on the farm now known as Belle Isle, as far as I know; I have lived in the county of Matthews all my days, so far.

2d question by the same. Are you acquainted with Houlder Hudgins, sen'r, Elliott W. Hudgins, Albert G. Hudgins and Robert Hudgins? And, if so, state how they are connected or related with John L. Hudgins.

Answer. I am acquainted with the persons named; Houlder Hudgins, John L. Hudgins and Robert Hudgins are brothers; Elliott W. Hudgins and Albert G. Hudgins are the sons of the said John L. Hudgins; I mean to say, that the said John L., Houlder and Ro. Hudgins are half-brothers, as I am informed by the said Houlder Hudgins and others.

3d question by the same. What occupation or profession do you pursue?

Answer. The occupation or employment of a clerk of the courts of Matthews.

4th question by the same. Will you state what courts of Matthews you are clerk of?

Answer. Of the county court and circuit superior court of law and chancery.

5th question by the same. How long *you* have you been clerk of the said courts?

Answer. I received my first appointment in the latter part of the year 1832, and have been continued the clerk of said courts from that period to this day.

6th question by the same. Did you, as the clerk of the county court of Matthews, and as the clerk of the circuit superior court of law and chancery for Matthews county, issue any executions against John L. Hudgins, between the 1st day of March, 1842, and the first day of August, the same year? and if so, state their number and amount.

Answer. I, as the clerk of the courts spoken of in your last question, did issue executions against John L. Hudgins and others, between the 1st day of March, 1842, and the 1st day of August following; copies of which executions are here filed, marked L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, and also executions marked B, C, D, E, G, H, I and K; copies of the executions last referred to are filed with the deposition of John Bohannon, taken in this cause.

The further examination of witnesses is continued until to-morrow, 24th Oct'r, 1846, at 10 o'clock a. m., to be taken at this place, John H. Diggs's tavern.

H. W. DAINGERFIELD, *Com'r.*

Pursuant to adjournment on yesterday, 23d Oct'r, 1846, I attended at this place, John H. Diggs's tavern, at 10 o'clock a. m. this 24th Oct'r, 1846, when and where came the witness, S. G. Miller, and John W. Jarvis, counsel for Ed. Christian, John T. Seawell, counsel for Elliott W. and Robert Hudgins; and the witness desiring to be absent until 24th Oct'r, 1846, the further examination of the witness is continued until 26th Oct'r, 1846, to be at this place at 10 o'clock a. m., (the 25th being Sunday.)

H. W. DAINGERFIELD, *Com'r.*

Pursuant to adjournment on the 24th Oct'r, 1846, I attended at this place, John H. Diggs's tavern, on this 26th Oct'r, 1846, at 10 o'clock a. m., when and where came the witness, S. G. Miller, and proceeded to answer interrogatories by John W. Jarvis, counsel for Edmund Christian, in the presence of Elliott W. Hudgins and Robert Hudgins.

H. W. DAINGERFIELD, *Com'r.*

7th question by the same. Will you look at the copies of executions W, R, previously shown you, and state how they were paid.

Answer. Copies of the executions referred to, marked W and R, were paid by the sheriff of Matthews c'ty out of the sales of Thomas Hudgins's property, and were levied by the sheriff previous to Thos. Hudgins making a deed of trust to his creditors.

8th question by the same. Will you look at the copies of executions marked B, C, D, E, G, H, I, K, before referred to, and the copies of executions L, M, N, O, P, Q, R, S, T, also before referred to, and state how the said executions were paid, and out of whose property.

Answer. Those executions marked B, C, D, E, G, H, I and K, being in the hands of the sheriff of Matthews prior to the execution of the deed of trust from Thomas Hudgins to myself, John H. Diggs and John Bohannon, for the benefit of the creditors of Thomas Hudgins, were wholly paid by the trustees of sd. Hudgins out of the sales of his effects, except the execution in favor of John F. Webb; $1,120 48 of the Webb execution was also paid by the trustees, the remainder of the execution of Webb was paid by the sheriff of Matthews; the remainder of the executions, marked L, M, N, O, P, Q, R, S and T, were paid rateably out of the sales of Thomas Hudgins's property, sold under the trust-deed spoken of, the sales paying about 90 cents to the dollar to the creditors named in the first class.

9th question by the same. Will you state when the said executions referred to in your last answer were paid?

Answer. A portion of said executions were paid in the fall of 1842, the remainder in 1843, in the month of February of the last named year.

10th question by the same. In your answer to the 8th quest., you refer to a trust-deed; will you be pleased to look at a copy of a deed here filed, marked C, C, and state whether or not it is a copy the deed referred to in the said answer?

Answer. It is a copy of the same.

11th question by the same. Will you state when the property, conveyed by the deed referred to in the last question, was sold, and at what time?

Answer. The slaves, stock, and crops were sold at Seaford, in the county of Matthews, on the 4th and 5th and 6th days of July, 1842.

12th question by the same. Why were not the executions, before referred to by you, paid immediately after the sale of the property conveyed in the said deed?

Answer. In consequence of steps taken in the federal court to have Thomas Hudgins declared an involuntary bankrupt, the trustees being advised by counsel, representing large claims secured by the said deed, not to pay out the fund in their hands until the petition of James A. Sangston & Co., against Tho. Hudgins, should be disposed of.

13th question by the same. After the refusal of the trustees of Thomas Hudgins, in the deed before referred to, marked C, C, to pay the funds in their hands, as stated in your last answer, did the plaintiffs, in any of the executions before referred to and filed, endeavor to obtain the payment of the said executions out of the property of John L. Hudgins?

Answer. The executions, or some of them, were renewed from time to time against the defendants, and placed in the hands of the sheriffs of Matthews and York.

14th question by the same. When did it come to the knowledge of John L. Hudgins that the proceeds of the property conveyed in the deed marked C, C, would not be applied by the trustees in satisfaction of the executions before referred to; and state whether or not he ever made any attempt to borrow the money of the trustees for the purpose?

Answer. On the 5th day of July, 1842, I, as one of the trustees, informed John L. Hudgins that the money in the hands of the trustees of Thomas Hudgins could not go to discharge the executions against Thomas Hudgins and himself; and then it was that a proposition was made by him to borrow the fund.

15th question by the same. Will you please state whether or not John L. Hudgins appeared to be anxious to borrow any of the trust-fund; if so, who were present at the time, and how he proposed to secure the money he wished to borrow?

Answer. John L. Hudgins was very anxious to borrow the trust-fund. Messrs. John Bohannon, jr., Edmund Jones, James M. Vaughan, John H. Diggs, Robert Hudgins, and other persons were present. In the event of the loan, John L. Hudgins was to secure the money by a trust-deed on his lands in Matthews and York counties, and proposed to give Mr. James M. Vaughan and Robert Hudgins as securities. Mr. Vaughan finally declined becoming the security. The slaves of John L. Hudgins, in Matthews, were to be embraced in the conveyance.

16th question by the same. When and where was John L. Hudgins and the other persons when he proposed to borrow the money, as detailed in your last answer?

Answer. At the farm called "Seaford," in the county of Matthews, at which place the sale of Thomas Hudgins's slaves and other property took place.

17th question by the same. You did not answer the whole of my last question. Will you now state when it was that the said persons, mentioned in your 15th answer, were present when John L. Hudgins proposed to borrow the money?

Answer. On the 5th day of July, 1842.

18th question by the same. You state, in answer to the 15th question, that Robert Hudgins was present when John L. Hudgins proposed giving him as security for the money which he proposed to borrow of you and the other trustees of Thomas Hudgins. Will you state whether or not he agreed to become the security of his brother John L. Hudgins, and anything which transpired at the time between you, John L. Hudgins, and Robert Hudgins, relative to securing and borrowing the money?

Answer. Mr. Robert Hudgins was present, as stated by me in my answer; and he did agree to become the security of Mr. John L. Hudgins, upon the said John L. Hudgins executing a trust-deed upon his land and slaves in Matthews, and land in York county. Mr. Wm. H. Roy, an attorney in this county, was called upon to draw up the necessary papers securing the money about to be borrowed. Mr. Robert Hudgins wished the conveyance to be drawn to contain a clause,

or so drafted that the whole of the property of John L. Hudgins to be conveyed by the deed was to be first sold, in case it should become necessary, before he should be reached as the security. When I left Seaford, on the 5th of July, Mr. Roy was then drawing up the papers.

19th question by the same. Will you please to state whether Elliott W. Hudgins was present at the Seaford sale, at the time referred to in your 5th answer; and state whether or not he was present when his father, John L. Hudgins, was negotiating for the loan from the trustees; and whether or not he expressed any anxiety or solicitude for his father to procure the money?

Answer. Mr. Elliott W. Hudgins was present at the Seaford sale, and seemed, from the conversation had with him, to be very anxious for his father to get the money.

20th question by the same. Will you state whether or not the subject of the proposed loan was a subject of much conversation between you, Ro. Hudgins, Elliott W. Hudgins, and John L. Hudgins; and explain why the said Elliott W. Hudgins, as stated in your last answer, was anxious for his father to effect the loan?

Answer. The subject of the loan was much talked of, on the 5th day of July, 1842, by John L. Hudgins, Robt. Hudgins, Elliott W. Hudgins, John H. Diggs, John Bohannon, and myself and others. Mr. Elliott W. Hudgins was anxious for his father to get the money, to relieve his father against executions then in the hands of the sheriff against Thomas and John L. Hudgins, to which the said John L. Hudgins was the security.

21st question by the same. Did you have any conversation with Elliott W. Hudgins, after the Seaford sale, relative to his father, John L. Hudgins, borrowing the money of you and the other trustees of Thomas Hudgins, and relative to securing you and the other trustees, if you would lend the money; if so, be pleased to state what was said by him?

Answer. I recollect of having but one conversation with Elliott W. Hudgins about the borrowing the trust-fund, after the Seaford sale. This took place in the clerk's office of Matthews county, a few days after the Seaford sale. Major James and Mr. John Bohannon were then present. In this conversation, I said to Mr. Elliott W. Hudgins that Mr. Malicote, from York county, had informed Mr. John Bohannon that the land his father proposed to convey to the trustees, in York, to secure the trustees in the event of the loan, had been deeded to him, Elliott W. Hudgins. Mr. Elliott W. Hudgins said it was a "lie," and then went out of the office, and after some time returned into the office, and said that he had a deed for about 300 acres of the land.

22d question by the same. You state, in your answer, that John L. Hudgins proposed giving a trust-deed to secure the money he proposed borrowing of you and the other trustees on his land and slaves in Matthews, and land in York. Will you be pleased to state whether any particular land was at the time mentioned or designated; if so, state what land it was?

Answer. Mr. John L. Hudgins designated his lands in Matthews county, on Queen's Neck, containing between eleven and twelve hundred acres. The land in York was also spoken of. About the quantity I know nothing of, and do not recollect that he named the quantity.

23d question by the same. Was Houlder, sen., present at the Seaford sale when John L. Hudgins proposed to borrow the money, so frequently referred to, of the trustees?

Answer. He was at the Seaford sale.

24th question by the same. Did you, at any time before the 19th of July, 1842, hear Houlder Hudgins, snr., say how much his brother John L. Hudgins was indebted to him; if so, state how much he did say John L. Hudgins owed him?

Answer. On the first week in July, 1842, I think the latter part of the week, Mr. Houlder Hudgins, in a conversation with myself, Major James and William Bassett, said that his brother John L. Hudgins owed him about $800; the conversation took place in the clerk's office of Mathews.

25th question by the same. Will you please state whether or not Houlder Hudgins, at the time referred to in your last answer, expressed any apprehension least he might loose the debt which he said John L. Hudgins owed him?

Answer. He appeared to be very apprehensive that he might loose the debt spoken of in my answer, and said that he would go and see his brother and endeavor to save his debt by purchasing of him property in satisfaction of his claim aforesaid.

26th question by the same. Did Houlder Hudgins, snr., at the time referred to in you 25th answer, say that his brother John owed him any other debt than the $800?

Answer. No other debt was spoken of by Mr. Houlder Hudgins at that time.

27th question by the same. Did you hear Houlder Hudgins, snr., at any time say how his brother John L. Hudgins became indebted to him the sum of $800; and state whether he said it was due by bond or note?

Answer. I do not recollect whether or not he said how the said John L. Hudgins became indebted to him; I do not recollect whether he said the debt was due by bond or note.

28th question by the same. Did Houlder Hudgins, snr., state to you that the debt due him by his brother John L. Hudgins was due by bond or promissory note; if so, did he state when the bond or note was given, and for what?

Answer. He said that John L. Hudgins owed him about $800; he did not say whether it was due by bond, note, or open account, nor did he say what it was due for.

29th question by the same. Did you have any conversation with Houlder Hudgins, snr., after the Seaford sale, relative to his brother John L. Hudgins borrowing the money of you and the other trustees of Thomas Hudgins; if so, be pleased to state what was said by him in relation to it?

Answer. At Mathews July court, 1842, Mr. Richard Coke wished to know of me why it was that John Bohannon, jr., John H. Diggs and myself, trustees of Thomas Hudgins, would not loan to John L. Hudgins the trust fund in our hands, as he, John L. Hudgins, was willing to secure the money by a deed of trust upon his land and negroes. I said to Mr. Coke that there were a certain class of deeds good for 8 months without being duly recorded, and that I was afraid of pocket-deeds. Mr. Houlder Hudgins was in the court-house at the time of this conversation, and heard what passed between Mr. Coke and myself; came up and asked what it was; I said about pocket-deeds. I then went on to detail to him what was said; he appeared to be much displeased at the idea of the pocket-deeds, and denied that there were any such deeds.

The further examination of witnesses in this cause is continued until to-morrow, the 27th Oct'r, 1846, at 10 o'clock a. m., at this place.

H. W. DAINGERFIELD, *Com'r.*

Pursuant to adjournment on yesterday, I attended at this place, on this 27th day of Oct'r, 1846, at 10 o'clock a. m., when and where came the witness, S. G. Miller, and proceeded to answer the interrogatories by John W. Jarvis, counsel for Ed. Christian, in the presence of John T. Seawell, counsel for Elliott W. and Rob't Hudgins.

H. M. DAINGERFIELD, *Com'r.*

30th question by the same. Did you ever hear Houlder Hudgins, snr., make any threats of what he would do, if the sheriffs or other officers should attempt to take his brother John L. Hudgins's property, or what he would do, if placed in his brother's (John L.) situation; and if so, state what he said and where it was?

Answer. In the month of July, 1842, and after the Seaford sale, I heard Mr. Houlder Hudgins say, were he placed in his brother John L. Hudgins's situation, before the sheriff should take his negroes, he would have to go over his dead body; I do not recollect of hearing him make any other threat.

31st question by the same. Why did you not loan John L. Hudgins the money he wished to borrow of you and the other trustees of Thomas Hudgins?

Answer. After Mr. James M. Vaughan declined becoming the security, and the information received by John Bohannon, jr., through Mr. Malicote, that the land in York, which was proposed to be conveyed, to secure the money borrowed, had been deeded by John L. Hudgins to Elliott W. Hudgins, the trustees, upon consideration, deemed it not prudent to lend the fund in their hands to John L. Hudgins.

32d question by the same. Did you see John L. Hudgins frequently before July, 1842?

Answer. I did.

33rd question by the same. Did you see John L. Hudgins often after the Seaford sale in 1842, and before his taking the benefit of the insolvent debtors' oath?

Answer. I have no recollection of seeing him but once after the Seaford sale, until he was brought to the ct. house of Mathews, at which time he took the insolvent oath.

34th question by the same. You state in your last answer you did not see John L. Hudgins but once, between the times of the Seaford sale and his taking the insolvent oath; will you state when you saw him at the time referred to; and if you had any conversation with him, state the purport of it?

Answer. At my residence—he reached my house in the morning a little before sun-up; he stated his object was to acknowledge a deed; I said to him that the act of assembly would not allow deeds to be acknowledged except in the office, court, &c.; our conversation was very short.

35th question by the same. Do you recollect the time he was at your house, as stated in your last answer?

Answer. I cannot say what month of the year; it was 1842; but I think it was in the fall of the year, but about this I may be mistaken; it may have been earlier than the fall.

36th question by the same. Will you please state who was with John L. Hudgins, when he came to your house, as stated in your 34 answer; and whether or not he appeared to be under any apprehension of the sheriffs or other officers?

Answer. One of his sons was with him, which of them I do not now recollect; he said that no sheriff should interfere with him, as he said he had the things with him to protect himself; he reached my house in a close carriage.

37th question by the same. Did he say what sort of things he had to protect himself?

Answer. I do not recollect whether he said they were pistols, dirks or guns, but I inferred they were pistols from the conversation, as he looked down in his carriage at the time when he said he had the things to defend himself; I saw nothing that he had, and it may be that he had nothing in the shape of a gun, pistol, dirk; any thing of the kind.

38th question by the same. Did John L. Hudgins elude or evade the service of legal process at any time; and if so, state when and for what length of time?

Answer. From my own knowledge, I do not know that he did.

39th question by the same. Will you look at a copy of the capias, which is here shown you, which is filed with John Bohannon's deposition, marked F, and state whether or not the proceedings, which appear to have been taken upon the said process, was or was not taken in any other cases?

Answer. I have examined the copy of the process of William Williams, assee., against John L. Hudgins, marked F, filed with John Bohannon's deposition; I know that the records of the office of Mathews show one dozen or more of similar cases, to which Mr. John L. Hudgins is a party.

40th question by the same. Will you look at the copy of the deed

C, C, heretofore filed with your deposition, and state whether or not John Hudgins has ever paid any of the debts which appear to be secured by the said deed, and whether or not any of the said debts are still due and unpaid.

Answer. Mr. John L. Hudgins has not paid any of the debts secured by the deed marked C. C., that I know of. The whole of the debts secured by said deed are still due and unpaid, except those named in the first class. They were discharged in part by the trustees of Thomas Hudgins out of the sales of said Thomas Hudgins's property—the sales paying about 90 cents to the dollar, as I have heretofore stated.

41 question by the same. How long have you known Elliott W. Hudgins, and where has he resided during your acquaintance with him?

Answer. I have known Elliott W. Hudgins ever since the year 1832; he resided with his father in the county of Matthews from 1822 until about the year 1834, or thereabouts, when he removed to York county, as I have understood, to manage a farm belonging to his father. I may be mistaken about the time he went to York to take charge of the farm; it may have been sooner or later than 1834.

42 question by the same. What property was held or owned by Elliott W. Hudgins previous to 1844, and state its value?

Answer. None in this county that I know of. I have seen a deed from the records of York county court from his father to him, conveying, I think, about 300 acres of land, lying in said county. I know nothing of its value.

43 question by the same. What business did he (E. W. Hudgins) pursue while he resided with his father, as stated in your 41 answer?

Answer. His father was a man of property, and his son pursued no business that I am aware of.

1st question by John T. Seawell, counsel for Elliott W. and Robt. Hudgins. Will you state whether John L. Hudgins and Houlder Hudgins are brothers of the whole or half-blood?

Answer. Of the half-blood, as I am informed and learn from Houlder Hudgins.

2d question by the same. You have spoken of issuing executions previous to August, 1842, vs. John L. Hudgins and others. Will you say if these executions were not against John L. Hudgins, as the security of Thomas Hudgins?

Answer. They were especially against John L. Hudgins, as the security of Tho. Hudgins. The executions filed will prove themselves.

3d question by the same. Were or were not most, if not all, the executions spoken of by you as issuing vs. John L. Hudgins and others, on judgments on forthcoming bonds given by Thomas Hudgins, with John L. as his security?

Answer. I think they were. The executions referred to, which are filed, will prove whether they were or were not.

4th question by the same. Did you or not know when, or about when, John L. Hudgins became bound as the security of Thomas Hudgins for the debt due to Jarvis and Barnum and to Litchfield, guardian of Atkinson's children; if you do know, will you state it?

(This question is objected to, because the bonds referred to are the best evidence of the debts.

JOHN W. JARVIS,
Counsel for Ed. Christian.)

Answer. I was not present when John L. Hudgins became bound as security to the debts referred to, but recollect of hearing Elijah Barnum and Larkin Litchfield speaking of their having succeeded in securing their debts against Thomas Hudgins by getting the said John L. Hudgins's name to the bonds. This, I think, was in the latter part of the year 1841, or in the early part of the year 1842.

5th question by the same. Will you state, as well as you can recollect, whether any doubt was entertained by yourself or others interested, that the debts provided for first by the deed, referred to by you in a former answer from Thomas Hudgins for the benefit of his creditors, would be entirely paid from the sales of the property conveyed by said deed before the property was sold?

Answer. I do not recollect that there was any doubt the property conveyed by the deed referred to would pay the debts in the first class. If it was doubted, I have no recollection of it.

6th question by the same. You have spoken of the manner in which the fund that John L. Hudgins wished to borrow of yourself and the other of Colonel Hudgins's trustees was proposed to be secured; will you state whether the proposition to secure the loan by a deed of trust on his land and negroes was made by him, or was required by the trustees, and, as you thought, assented to by him?

Answer. Mr. John L. Hudgins made the proposition to borrow and secure the fund in the manner heretofore spoken of by me. It would have been perfectly idle for any person to have attempted to get the fund from me, as one of the trustees, without securing the same on real estate, &c.

7th question by the same. Will you state what amount of money John L. Hudgins wished to borrow of the trustees of Col. Hudgins?

Answer. An amount sufficient to relieve his property against executions against him as the security of Thomas Hudgins.

8th question by the same. Were or were not all these executions provided for by the trust-deed to which you before so often referred to from Th. Hudgins?

Answer. They were, as well as I recollect.

9th question by the same. You have stated that you heard Houlder Hudgins say, in July, 1842, that John L. Hudgins owed him seven or eight hundred dollars. Did you or not understand him to speak of a bond held by him for that amount; or did you understand him as making a disclosure to you of his affairs in connection with John L. Hudgins?

Answer. Mr. Houlder Hudgins spoke of a debt of about $800 due from John Hudgins to him; did not say whether it was due by bond or account. He appeared to be fearful he might lose the debt spoken of, and left the office, saying he would go and try to buy off John L. Hudgins's property in satisfaction of the same.

10th question by the same. You have spoken of threats made by Houlder Hudgins as to what he would do were he in his brother John's place, before a sheriff should take his property. Was or was not this spoken in relation to the debts for which John L. Hudgins was bound as security for Thomas Hudgins; and was it not predicated on the fact that the sheriffs were the trustees of Col. Hudgins with yourself, and that the funds arising from the sale of Col. Hudgins's effects in their hands.

Answer. Yes.

11th question by the same. Do you or not know whether any of the property conveyed by John L. Hudgins to Houlder Hudgins by the bill of sale recorded in your office, dated the 19th day of July, 1842, has been sold by the sheriff of this county to satisfy executions in his hands against John L. Hudgins; if yea, state how much of said property was so sold, and its character?

Answer. I know of the sale of Charles, Henry, Jim, and a woman Philitia, and about 20 head of sheep; this property was sold by the sheriff of Matthews, and I was informed by the sheriff that it was a part of the property conveyed by the bill of sale from John L. Hudgins to Houlder Hudgins.

(The foregoing answer is objected to, because the witness does not speak from his own knowledge, but from information derived from others.

JOHN W. JARVIS,
Counsel for Ed. Christian.)

12th question by the same. Will you examine the three papers here shown, exhibited, and to be filed with this deposition, numbered "1," "2," "3," and state whether you do or do not know the handwriting of the signatures to them; and if you do, state whose they are?

Answer. I am acquainted with the handwritings of the persons who gave the said receipts. No. 1 is in the handwriting of John Spencer, late deputy sheriff of Matthews; No. 2 is in the handwriting of Edmund W. Bohannon, a deputy sheriff; and No. 3 is in the handwriting of John P. Stoaks, one of the deputy sheriffs of Matthews.

13th question by the same. Have you or not known Robert Hudgins to exercise acts of ownership over the lands in Matthews conveyed by John L. Hudgins to him; or have you any reason to believe that he did so?

Answer. I have not been on the farm since it was deeded to Robert Hudgins. I applied to Thomas Hudgins, who is said to be living on the farm, to purchase of him chesnut rails, and he declined selling the rails to me until he could see Robert Hudgins. About two months

after my proposition to buy the rails, Thomas Hudgins informed me that Robert Hudgins was willing to let me have the rails, and I accordingly commenced cutting; and I have promised to pay Lemuel James, deputy sheriff, Mr. Hudgins's taxes on said tract of land this year.

Note by John W. Jarvis.—So much of the foregoing answer as details a conversation between the deponent and Thomas Hudgins, and the statement of what Thomas Hudgins said to the deponent, is objected to, because it is not the best evidence which can be obtained, and the deponent states information derived from other persons.

J. W. JARVIS,
Att'y for E. C.

14th question by the same. You have stated that Elliott W. Hudgins went to York county to live about the year 1834; will you state whether you know what amount of property he has acquired, or what his occupation has been whilst there?

Answer. I do not know what he has acquired in the way of property, except the 300 acres of land deeded to him by his father, as before spoken of by me in one of my answers. I have frequently heard him say that he was farming in York; I never was on his farm.

15th question by the same. Do you or not know what property Elliott W. Hudgins carried with him to York county?

Answer. I do not.

The further examination of witnesses is continued until to-morrow, 28th October, 1846, to be at this place, John H. Diggs's tavern, at Matthews Ct. House, at 10 o'clock a. m.

H. W. DAINGERFIELD, *Com'r.*

Pursuant to adjournment on yesterday, 27th Oct'r, 1846, I attended at this place, on this 28th Oct'r, 1846, at 10 o'clock a. m., when and where came the witness, S. G. Miller, and proceeded to answer the interrogatories by John T. Seawell, counsel for Elliott W. and Robert Hudgins.

H. W. DAINGERFIELD, *Com'r.*

16th question by the same. Have you or not at this time any debt, claim, or demand of any kind, unsatisfied in whole or in part against John L. Hudgins?

Answer. I have no claim upon earth against John L. Hudgins, except a few fee-bills due me as clerk, which I do not think amounts to more than eight dollars.

Question by John W. Jarvis, counsel for Edmund Christian. Will you be pleased to look at the copies of records in three causes, of Atkinson's executor, for the benefit of Atkinson's orphans, vs. John L. Hudgins and others, here filed, marked E, E, F, F, and G, G, and state whether or not they are correct records from your office, and whether or not they have been paid?

Answer. I have examined copies of the papers referred to in your

last question, and find that they are correct copies from the records of Matthews clerk's office; these claims have not been paid that I know of.

And further this deponent saith not.

SHEPARD G. MILLER.

Here follows the deposition of *Thomas Edwards*, of lawful age, taken in behalf of the same plaintiff, in the same cause, before me, Henry W. Daingerfield, commissioner as aforesaid, on this 28th day of Oct'r, 1846, at the same place as the foregoing, to be read in evidence in the same cause; who, being first duly sworn on the Holy Bible, deposeth and saith, in answer to the following questions:

1st question by John W. Jarvis, counsel for Edmund Christian. Will you be pleased to state whether you heard Houlder Hudgins, any time in the year 1842, speak of the pecuniary situation of his brothers Thomas and John L. Hudgins, and state what he said?

Answer. Sometime in the summer of 1842, at Matthews Courthouse, Mr. Houlder Hudgins was speaking in reference to his brother Thomas Hudgins's situation, in the presence of several gentlemen, and observed, that if he was in his brother Thomas's situation, he would take all of his negroes, put them on board of a vessel, and carry them away and sell them; put the money in his pocket, and live on it. Mr. Joseph Bohannon was present, and asked him what he would when a ca. sa. was served upon him. I do not recollect what his reply was; and seeing, or thinking, a dispute might arise between Mr. Jos. Bohannon and Mr. Houlder Hudgins in consequence of the above question, I turned off.

2d question by the same. How long have you known Houlder Hudgins, sn'r, and what is his age?

Answer. I have known Houlder Hudgins for the last 30 years, and suppose he is about 45 or 46 years of age.

3rd question by the same. Will you be pleased to examine the copy of a deed here shown you and filed, marked D, D, and state from your knowledge of the boundaries of the land, as described in the said deed, where it is situated; and whether or not John L. Hudgins ever resided on the said land?

Answer. I know where Mr. John L. Hudgins resided, and suppose it to be the same tract mentioned in the deed referred to in your question.

4th question by the same. I see by the deed referred to in last question, that a poplar tree is referred to, standing on the south side of the road; do you remember any such tree near the head of Queen's creek; and state whether or not John L. Hudgins resided near the place; and how long ago has it been since you first knew him to reside there?

Answer. I know the poplar tree, and he resided near the said tree, on the south side of the road; it has been thirty years since I first knew John L. Hudgins, and he has resided at that place ever since.

And further this deponent saith not.

THOS. EDWARDS.

Here follows the deposition of *A. K. Shepard*, of lawful age, taken on behalf of the same plaintiff, before me, H. W. Daingerfield, com'r, on the 28th day of Oct'r, 1846, at the same place, to be read in evidence in the same cause, who, being first duly sworn on the Holy Bible, deposeth and saith:

1st question by the same—John W. Jarvis, counsel for Ed. Christian. Are you acquainted with the Seaford estate in the county of Matthews, and what did you consider it worth in 1842?

Answer. I know the estate, and as to its value in the year 1842, I can only say that I would have given $10,000 for the same in 1842.

2nd question by the same. Did you attend the Seaford sale, on the 4 July, 1842, for the purpose of bidding for the Seaford estate?

Answer. I did.

3rd question by the same. Why did you not attend the sale of the Seaford estate, when it was sold sometime during the same year, and become a bidder for it?

Answer. Because I had purchased another estate for my mother, for whom I had wished to purchase the Seaford estate.

4th question by the same. Where is the estate which you purchased for your mother situated, and what quantity of land does it contain, and what did you give for it?

Answer. It is situated about 3 miles below Matthews court-house; it contains 670 acres, and I gave ten thousand two hundred dollars for it.

5th question by the same. Are you acquainted with the tract of land, in the county of Matthews, owned by John L. Hudgins; and what did you consider it worth in 1842?

Answer. I know the tract of land partially; I have never been over it; I do not know how many acres it contains, and cannot say what it was worth.

And further this deponent saith not.

A. K. SHEPARD.

Here follows the deposition of *John W. Dixon*, of lawful age, taken in behalf of the same plaintiff, before me, Henry W. Daingerfield, com'r, on the 28th Oct'r, 1846, at the same place as the foregoing, and to be read as evidence in the same cause, who was first duly sworn on the Holy Bible.

1st question by John W. Jarvis, counsel for Ed. Christian. Have you ever purchased and cut any timber from a tract of land on Queen's creek, usually known as the farm of John L. Hudgins, and where he has resided for a long time?

Answer. I have.

2nd question by the same. When did you cut timber on the land referred to in the last question?

Answer. We commenced cutting timber sometime in November, 1845, and finished sometime in the winter following, and brought it away in May, 1846.

3rd question by the same. From whom did you buy the timber referred to in your last answer; where were you when you bargained for it; and who was present at the time?

Answer. I did not bargain for the timber myself; my partner, Trader, bargained for the timber.

4th question by the same. Who superintended your getting the timber, and was oftenest in the woods while you were cutting the timber, and inspecting the mode of cutting it?

Answer. Andrew Hudgins was in there sometimes, and Thomas Hudgins (sons of John L. Hudgins) was in there sometimes, and the old man, John L. Hudgins, himself was in there sometimes; I think that John L. Hudgins attended there oftener than any other when we were cutting the timber.

5th question by the same. Did John L. Hudgins appear to be much interested, and attend in the woods often, while you were cutting the timber?

Answer. I thought he was as much interested as any one selling his own timber; the reason why I thought so was, that he, John L. Hudgins, was very particular about the manner of its being squared, so that too much of the timber should not be wasted; he was in the woods often during the time we were cutting timber.

6th question by the same. Has much timber been cut on the land before referred to, on which John L. Hudgins resided, in the year 1842?

Answer. I think there has been; there was a good deal of timber cut on the land when I went there to cut timber.

7th question by the same. To whom did you pay the money for the timber which you got?

Answer. My partner, Trader, paid the money to Andrew Hudgins, son of John L. Hudgins.

8th question by the same. Did John L. Hudgins ever apply to you for any money in payment of the timber?

Answer. He did; but the morning he applied to us we had no money.

9th question by the same. Did you ever buy any timber of Robert Hudgins, to be cut from the land on which John L. Hudgins resides?

Answer. No; I never did.

10th question by the same. Did you see Ro. Hudgins, at any time while you were cutting timber on the land before referred to, and in one of your answers?

Answer. No; I never saw him at any time whilst we were cutting timber on the land.

11th question by the same. Have you ever had any conversation with Ro. Hudgins in relation to your getting timber on the land?

Answer. I never did, and do not think I ever had any conversation with him in my life; nor do I think my partner, Trader, ever did.

12th question by the same. Who was residing on the land at the time you were cutting timber on it?

Answer. Thomas Hudgins was farming there. Andrew Hudgins

and the old man were there when we commenced cutting timber in the fall, but John L. Hudgins left some time in the winter following; he was there, however, all the time we were cutting timber.

1st question by John T. Seawell, att'y. Do you, or not, know *who* your partner, Sam'l Trader, made the bargain with for the timber you have spoken of as having been cut by yourself and him on the tract of land on which John L. Hudgins formerly resided?

Answer. With Andrew Hudgins, he, Trader, said.

2d question by the same. Did, or did not, Trader bargain for the timber you have spoken of with Andrew Hudgins as the agent of Robert Hudgins?

Answer. No; I never heard Ro. Hudgins's name mentioned in the matter.

3d question by the same. You have stated that Trader paid Andrew Hudgins for this timber. Will you state what kind of a rec't Andrew Hudgins gave for the money?

Answer. He gave a receipt in his own name for the money.

4th question by the same. Will you state when this money was paid, and whether you have or have not said that Andrew Hudgins received this money for Robert Hudgins?

Answer. I do not recollect exactly when the money was paid; I think it was paid in January, 1846. I never have said that Andrew Hudgins received the money for Robert Hudgins.

5th question by the same. Am I to understand you as saying, that you know nothing of the bargain by Trader, your partner, for the timber, *who* he made it with, &c., of your own knowledge, but understood it from Trader?

Answer. Yes.

And further this deponent saith not.

JOHN W. DIXON.

Here follows the deposition of *Alexander James*, of lawful age, taken in behalf of the same plaintiff, before me, Henry W. Daingerfield, com'r, on this 28th Oct'r, 1846, at the same place, to be read as evidence in the same cause, who was first duly sworn.

1st question by John W. Jarvis, counsel for Ed. Christian. Will you state any conversation which you may have had with Elliott W. Hudgins in relation to his father, John L. Hudgins, conveying to him his land in York county, or any conversation which the said Elliott W. Hudgins may have had with other persons in your presence, and state what was said by him?

Answer. I heard Elliott W. Hudgins say that the land in York county had been conveyed to him by his father, John L. Hudgins.

2nd question by the same. Did you ever hear any conversation in the clerk's office of Matthews county, between Shepard G. Miller and Elliott W. Hudgins, in relation to what quantity of land had been conveyed to the said Elliott W. Hudgins, by John L. Hudgins, in the

county of York? and state what was said by the said Hudgins, if you ever heard any such conversation, and when it occurred.

Answer. I heard a conversation in the clerk's office, between Elliott W. Hudgins and Shepard G. Miller, in relation to the York county land, which conversation took place, I think, in the year 1842; but the number of acres which Elliott W. Hudgins said his father had conveyed to him, I do not recollect.

3rd question by the same. Did you ever hear Houlder Hudgins say how much his brother, John L. Hudgins, owed him? if so, state how much, and where he was at the time.

Answer. I heard Houlder Hudgins say that his brother, John L. Hudgins, owed him eight hundred dollars; he was in the clerk's office at that time.

4th question by the same. Do you recollect at what time he, Houlder Hudgins, said his brother, John L. Hudgins, owed him eight hundred dollars?

Answer. I do not recollect the precise time.

5th question by the same. Did you ever hear Houlder Hudgins, sn'r, say his brother, John L. Hudgins, owed him any other debt than the $800, as stated by you in your former answer?

Answer. I do not recollect that he ever said, in my presence, that John L. Hudgins owed him any other debt than that of $800, referred to above.

6th question by the same. Have you been acting as a public officer of any kind in the county of Matthews? if so, state how long; and in what kind of an office have you been?

Answer. I have been acting as constable for upwards of five years.

7th question by the same. Have you had any legal process of any kind against John L. Hudgins, since the 4th July, 1842? and if so, will you state whether, or not, you served such process? and whether, or not, you ever met with any difficulty in doing so?

Answer. I have had legal process against John L. Hudgins since the 4th of July, 1842, and have executed the process, but with considerable difficulty.

8th question by the same. Will you be pleased to explain how you have met with difficulty in executing legal process on John L. Hudgins?

Answer. On one occasion I had several notices on forthcoming bonds to serve on John L. Hudgins. I went to see him, and found him busying himself about his farming utensils in his yard, his son Thomas being present at the time; and I approached him very near without his discovering me, but his son Thomas, who saw me, apprized his father of my approach, when his father immediately started for his dwelling, but I was near enough to apprize him of the notices referred to, after which we had some little conversation. On another occasion I had some process against John L. Hudgins. I went to his house and found the door shut; his son Andrew came to the door; I asked him if I could see his father; he said no. I handed him a copy of the process; he read it, and wanted me to take it back, but I refused; he ex-

pressed some displeasure at my coming there, and told me not to come there any more, that he had rented the farm for that year. I immediately rode off. On another occasion I had a subpœna of injunction against John L. Hudgins. I went to his house, but did not see him; I saw his son Thomas, who told me that I could not see his father; I afterwards saw Houlder Hudgins, who agreed to take the subpœna to John L. Hudgins, and get him to acknowledge service, which he did, and returned the subpœna to me acknowledged.

9th question by the same. Did John L. Hudgins, or either of his sons, use any threats against you, in any of your visits to his house to serve process?

Answer. At the time I gave Andrew Hudgins a copy of the process referred to above, he told me, after some talk, that if I did not cease coming here, that I might get shot.

And further this deponent saith not.

ALEXANDER JAMES.

Here follows the deposition of *R. L. Sibley*, of lawful age, taken in behalf of the same plaintiff, before me, H. W. Daingerfield, commissioner as aforesaid, on this 28th day of October, 1846, at the same place, John H. Diggs's tavern, at Matthews ct. ho., Virginia, to be read in evidence in the same cause, who was first duly sworn on the Holy Bible.

1st question by John W. Jarvis, counsel for Ed. Christian. Did John L. Hudgins owe you any money in the year of 1842? and if so, state how much.

Answer. John L. Hudgins owed me thirty-five dollars in 1842, by note, on which there was some interest.

2nd question by the same. Did he owe you the sum of money, mentioned in your last answer, after the 4th day of July, 1842?

Answer. Yes.

3rd question by the same. Will you please state whether John L. Hudgins has ever paid you the debt mentioned in your first answer?

Answer. He has.

4th question by the same. Will you be pleased to state how John L. Hudgins paid you the debt referred to?

Answer. I received a yoke of Steers at $25, in the fall of 1842, and for the balance I had some fine timber of him last winter.

5th question by the same. On what farm were the oxen which you got of him?

Answer. I sent to Mr. Hudgins for the oxen and they were sent to me.

6th question by the same. Were the oxen sold you by John L. Hudgins a part of the stock of cattle sold by John L. Hudgins to Houlder Hudgins, sr., in the year 1842?

Answer. I do not know what particular cattle were sold to Houlder Hudgins by John L. Hudgins, but the oxen I got of him were the same I sold him the year previous, and I was under the impression

they were, as I had understood he had sold his property to his brother Houlder.

The further examination of this witness is continued until to-morrow, the 29th of October, 1846, at 10 o'clock a. m., to be at this place.

H. W. DAINGERFIELD, *Com'r.*

Pursuant to adjournment on yesterday, 28th October, 1846, I attended at this place, John H. Diggs's tavern, on this 29th Oct'r, 1846, when the witness, R. L. Sibley, not attending, at the request of the plaintiff's counsel, John W. Jarvis, the examination is continued until to-morrow, 30th October, 1846, at 10 o'clock a. m., at this place.

H. W. DAINGERFIELD, *Com'r.*

Pursuant to adjournment on yesterday, 29th October, 1846, I attended at this place, John H. Diggs's tavern, on this 30th Oct'r, 1846, at 10 o'clock, when and where came the witness and proceeded with his deposition.

H. W. DAINGERFIELD, *Com'r.*

7th question by the same. Will you please state with whom you bargained for the oxen which you received in payment of the bond referred to by you in your first answer, and where they were when you bargained for them?

Answer. I went to Mr. John L. Hudgins's house for the purpose of getting him to pay me the bond before referred to, and he proposed to me to take back the oxen, for which the bond was given, which I refused to do; Mr. Hudgins then proposed to me to take the oxen back, a cow, in payment of the bond; I did not at that time assent to it, but consulted my friend, Mr. Miller, relative to the matter; he advised me to do it, and I wrote to Mr. Hudgins to send me the oxen and the cow; he sent me the oxen but did not send the cow; I subsequently saw him relative to the matter, and he agreed that the oxen might go at the price of twenty-five dollars, and that he would pay me the balance, which he did in the passed winter; I am not certain whether I saw the oxen at the time I went to Mr. Hudgins's house or not, but I know he said they were there.

8th question by the same. Did you say any thing to Houlder Hudgins, sr., relative to your getting the oxen of his brother John L. Hudgins, as stated in your last answer?

Answer. Yes, I told him his brother had agreed to let me take back the yoke of steers; he did not object to my doing so.

9th question by the same. Will you be pleased to state on what land the timber was cut, which you stated you got in payment of the balance of the bond before referred to?

Answer. I do not know upon whose land it was on which the timber was cut; I went to John L. Hudgins's house to see him relative to getting it, and he carried me into the woods, and showed me what tim-

they were, as I had understood he had sold his property to his brother Houlder.

The further examination of this witness is continued until to-morrow, the 29th of October, 1846, at 10 o'clock a. m., to be at this place.

H. W. DAINGERFIELD, *Com'r.*

Pursuant to adjournment on yesterday, 28th October, 1846, I attended at this place, John H. Diggs's tavern, on this 29th Oct'r, 1846, when the witness, R. L. Sibley, not attending, at the request of the plaintiff's counsel, John W. Jarvis, the examination is continued until to-morrow, 30th October, 1846, at 10 o'clock a. m., at this place.

H. W. DAINGERFIELD, *Com'r.*

Pursuant to adjournment on yesterday, 29th October, 1846, I attended at this place, John H. Diggs's tavern, on this 30th Oct'r, 1846, at 10 o'clock, when and where came the witness and proceeded with his deposition.

H. W. DAINGERFIELD, *Com'r.*

7th question by the same. Will you please state with whom you bargained for the oxen which you received in payment of the bond referred to by you in your first answer, and where they were when you bargained for them?

Answer. I went to Mr. John L. Hudgins's house for the purpose of getting him to pay me the bond before referred to, and he proposed to me to take back the oxen, for which the bond was given, which I refused to do; Mr. Hudgins then proposed to me to take the oxen back, a cow, in payment of the bond; I did not at that time assent to it, but consulted my friend, Mr. Miller, relative to the matter; he advised me to do it, and I wrote to Mr. Hudgins to send me the oxen and the cow; he sent me the oxen but did not send the cow; I subsequently saw him relative to the matter, and he agreed that the oxen might go at the price of twenty-five dollars, and that he would pay me the balance, which he did in the passed winter; I am not certain whether I saw the oxen at the time I went to Mr. Hudgins's house or not, but I know he said they were there.

8th question by the same. Did you say any thing to Houlder Hudgins, sr., relative to your getting the oxen of his brother John L. Hudgins, as stated in your last answer?

Answer. Yes, I told him his brother had agreed to let me take back the yoke of steers; he did not object to my doing so.

9th question by the same. Will you be pleased to state on what land the timber was cut, which you stated you got in payment of the balance of the bond before referred to?

Answer. I do not know upon whose land it was on which the timber was cut; I went to John L. Hudgins's house to see him relative to getting it, and he carried me into the woods, and showed me what tim-

ber to cut; after it was cut, I went to his house and told him how much there was, and Thomas Hudgins gave me a receipt as agent for Robert Hudgins.

10th question by the same. Will you be pleased to state what became of the receipt which was given you by Thomas Hudgins?

Answer. I have it in my pocket.

11th question by the same. Will you be pleased to look at the receipt here filed, bearing date 30th day of April, 1846, signed by Thomas G. Hudgins for Robert Hudgins, marked No. 4, and state if it is the receipt referred to in your last answer.

Answer. It is.

12th question by the same. Did you apprehend no difficulty in buying property of John L. Hudgins which had been conveyed to Houlder Hudgins?

Answer. I would, if he had objected, but to prevent any difficulty with him, I took a receipt of him for the oxen; my object in taking this receipt of Houlder Hudgins was to prevent any persons taking them, as I intended making beeves of them.

13th question by the same. What has become of the receipt which Houlder Hudgins gave you, as stated in your last answer?

Answer. I have it.

14th question by the same. Have you any objection to its being filed with your deposition?

Answer. None; as I have no further use for it, I presume.

15th question by the same. Will you look at the receipt or bill of sale, bearing date the 14th day of October, 1842, signed Houlder Hudgins, sr., here filed, marked No. 5, and state if it is the receipt referred to in your 13th answer?

Answer. It is.

16th question by the same. Did the oxen and timber you got of John L. Hudgins pay all of the bond; if not, how was the balance paid?

Answer. I did not have the bond with me, it was in the clerk's office; supposing there was a small balance, he agreed to let me cut another tree, and I gave him a discharge for the bond.

R. L. SIBLEY.

I, Henry W. Daingerfield, a commissioner duly appointed and authorized by the circuit superior court of law and chancery for the county of Matthews and State of Virginia, to take depositions in chancery, do certify, that pursuant to notices proven to have been executed, (copies of which notices with the affidavit of the service thereof are filed with these depositions,) I attended at the time and place mentioned in the said notices, that is to say, at John H. Diggs's tavern, Matthews court-house, State of Virginia, usually known by the name of Benson's Hotel, on the 22nd day of October, 1846, between the hours of sunrise and sunset of that day, for the purpose of examining witnesses on be-

half of Edmund Christian, general assignee in bankruptcy for the circuit court of the United States for the eastern district of Virginia, and ass'ee in bankruptcy of John L. Hudgins, a bankrupt, in a suit now depending in the circuit court of the United States for the eastern district of Virginia, in which the said Edmund Christian, as general assignee in bankruptcy for the said court, and assignee in bankruptcy of John L. Hudgins, a bankrupt, is plaintiff, and John L. Hudgins, Robert Hudgins, Elliott W. Hudgins, and Albert G. Hudgins are defendants; and then and there proceeded to examine William Bassett, a witness in behalf of the said plaintiff, who was first duly sworn on the Holy Bible in the presence of John W. Jarvis, counsel for the plaintiff, Edmund Christian, and Elliott W. Hudgins, one of the defendants, (John L. Hudgins, Robert Hudgins, and Albert G. Hudgins were not present on this day; the two former not present during this examination.) After the witness, William Bassett, had answered the interrogatories of John W. Jarvis, counsel for the plaintiff, Elliott W. Hudgins, who was present during this examination, desired the examination of the witness might be left open until the next day, the 23rd October, 1846, to enable his counsel to be present, and for that reason the deposition was left open until the 23d October, 1846, and the examination of the other witnesses was continued over to the 23d October, 1846, at the same place, between the hours of sunrise and sunset of that day.

On the 23rd October, 1846, about 12 o'clock, m., I attended at the same place, John H. Diggs's tavern aforesaid, when and where came the witness, William Bassett, John W. Jarvis, counsel for Edmund Christian, and Elliott W. Hudgins and John T. Seawell, the counsel for E. W. and Ro. Hudgins, and neither the defendant, E. W. Hudgins nor his counsel, John T. Seawell, desiring to propound any question to the witness, William Bassett, he closed his deposition by signing his name to it in my presence, after having read it over.

After concluding the examination of William Bassett, I commenced, on the same day, the 23rd October, 1846, at the same place, the examination of Shepard G. Miller, another witness on behalf of the same plaintiff, who was first duly sworn on the Holy Bible, in the presence of John W. Jarvis, coun selfor Edmund Christian, Elliott W. Hudgins, and John T. Seawell, counsel for Elliott W. Hudgins and Robert Hudgins, and the examination of the witness not being concluded on that day, I continued the examination over to the 24th October, 1846, at 10 o'clock a. m., at the same place, at the request of the counsel for Ed. Christian.

On the 24th October, 1846, at 10 o'clock a. m., I attended at the same place, when and where came the witness, Shepard G. Miller, John W. Jarvis, counsel for Edmund Christian, and Elliott W. Hudgins and John T. Seawell, counsel for E. W. and Ro. Hudgins, and the witness desiring to be absent until the 26th October, 1846—25th October, 1846, being Sunday—the further examination of the

witness was adjourned over to the 26th October, 1846, between the hours of sunrise and sunset of that day, at the same place, in the presence of the same parties before mentioned.

On the 26th Oct'r, 1846, at 10 o'clock a. m., I attended at the same place, when and where came the witness, Shepard G. Miller and John W. Jarvis, counsel for Edmund Christian, and Elliott W. Hudgins, and the witness, in the presence of these parties before mentioned, proceeded with his deposition, which not being completed on that day, the examination was adjourned over to the 27th October, 1846, at the same place, at the request of the counsel for Edmund Christian.

On the 27th Oct'r, 1846, at 10 o'clock a. m., I attended at the same place, when and where came the witness, Shepard G. Miller, and in the presence of John W. Jarvis, counsel for Edmund Christian, Elliott W. and Robert Hudgins, and JohnT. Seawell, their counsel, and proceeded with his deposition, and the same not being concluded on that day, the further examination of the witness was adjourned over to the 28th October, 1846, at 10 o'clock a. m., at the same place, at the request of the counsel for Edmund Christian.

On the 28th October, 1846, at 10 o'clock a. m., I attended at the same place, when and where came the witness Shepard G. Miller, and I proceeded with his deposition, in the presence of the counsel for Ed. Christian, E. W. and Robt. Hudgins, and John T. Seawell, their counsel; and, the witness having concluded his deposition, signed the same in my presence, after reading it over.

After the examination of Shepard G. Miller, on the same day, the 28th October, 1846, at the same place, between the hours of sunrise and sunset of that day, I proceeded to examine Thomas Edwards, A. K. Shepard, John W. Dixon and Alexander James, witnesses in behalf of the same plaintiff, who were first duly sworn on the Holy Bible, in the presence of the counsel for Edmund Christian, Elliott W. Hudgins, and John T. Seawell, counsel for E. W. and Robert Hudgins; and the depositions of these witnesses being concluded on that day, said witnesses signed their respective depositions in my presence, after having read them over.

After the examination of the above witnesses, I proceeded, on the same day, 28th October, 1846, between the hours of sunrise and sunset, to examine R. L. Sibley, another witness in behalf of the same plaintiff, in the same cause, who was first sworn on the Holy Bible, in the presence of John W. Jarvis, counsel for Edmund Christian, Elliott W. Hudgins, and John T. Seawell, counsel for E. W. and Robert Hudgins; and the examination of the witness not being concluded on that day last aforesaid, the same was adjourned over until the 29th October, 1846, at 10 o'clock a. m., at the same place, at the request of the counsel for Edmund Christian. On the 29th October, 1846, at 10 o'clock a. m., I attended at the same place, and continued in attendance all day; and the witness, R. L. Sibley, not attending before

me, at the request of the counsel for Edmund Christian, I adjourned the further taking of the deposition of the witness to the next day, 30th October, 1846, at 10 o'clock a. m., at the same place. On the 30th October, 1846, at 10 o'clock a. m., I attended at the same place, John H. Diggs's tavern aforesaid, when and where came the witness R. L. Sibley, and I proceeded with his deposition, which, being concluded on that day, the said R. L. Sibley signed the same, in my presence, before sunset. And the counsel for the plaintiff, not desiring to proceed further with taking depositions at this time, I close the depositions and send and certify the same with the exhibits filed, marked L, M, N, O, P, Q, R, S, T, U, V, W, X, YY; AA, BB, CC, DD, EE, FF, and GG; and, also, exhibits marked No. 1, No. 2, No. 3, No. 4. (The receipt or bill of sale, No. 5, referred to in R. L. Sibley's deposition, is filed in a suit in the same court in which the said Ed. Christian is plaintiff vs. John L. Hudgins and Houlder Hudgins, sen'r, which depositions were taken at the same time) to the circuit court of the U. S. for the eastern district of Virginia. I am desired and required by John T. Seawell, counsel for Elliott W. and Ro. Hudgins, to state that he objects to every question and answer in these depositions not plainly applicable to this particular cause in which the depositions are taken to be read in evidence.

In testimony of all which, I hereunto subscribe my name and affix my seal, this 30th October, 1846, at John H. Diggs's tavern, at Matthews Court-house, and State of Virginia.

HENRY W. DAINGERFIELD,

Com'r of the Cir't Sup'r Ct. of law and ch'y for the county of Matthews, State of Virginia, to take depositions in chancery.

I, Henry W. Daingerfield, do further certify, that on the 22d day of October, 1846, before I commenced taking the foregoing depositions, John W. Jarvis, counsel for Edm'd Christian, delivered to me a copy of the notice given to the parties defendants in this suit to take depositions in this case, of which the one herewith returned is a copy, and on which the affidavit of Andrew B. Jarvis, duly certified by William Shultice, a justice of the peace for the county of Matthews, State of Virginia, to have been duly executed by the said Andrew B. Jarvis on the defendants, on the days as stated in the affidavit herewith returned with these depositions, and I proceeded to take the depositions under the notice, and retained the same in my possession until the depositions were closed; and, having made my certificate as above, I commenced arranging the papers to transmit, when I could not find the said notice; and I called on said Andrew B. Jarvis, who had executed the notices, and he had a copy of them in his possession, and went before a justice of the peace, Walter G. Lane, and made the affidavit of the execution

of it on the parties, as stated on the back of the notice herewith returned.

In testimony whereof, I hereunto set my name and affix my [SEAL.] seal, on this 9th day of November, eighteen hundred and forty-six, at Matthews Court-house, and State of Virginia.

HENRY W. DAINGERFIELD,

Com'r of the Cir't Sup'r Ct. of law and ch'y for the county of Matthews, State of Virginia, to take depositions in chancery.

The exhibits L, M, N, O, P, Q, R, S, T, U, V, W, X, YY; AA, BB, CC, DD, EE, FF, and GG; No. 1, No. 2, No. 3, and No. 4, referred to in the foregoing depositions, are not copies in this record, the same not being deemed material.

The Depositions Baldwin Foster & al.,

Of lawful age, taken in behalf of Edmund Christian, assignee in bankruptcy of John L. Hudgins, taken before me, Henry W. Daingerfield, (a commissioner appointed by the circuit superior court of law and chancery for the county of Matthews to take depositions,) on this the 30th day of April, 1849, between the hours of 9 o'clock a. m. and sunset of that day, at the tavern of John Armistead, at Matthews Court-house, Virginia, pursuant to notice proved to have been executed, and hereunto annexed, said depositions to be read in evidence in a suit now pending in the circuit court of the United States for the fourth circuit and eastern district of Virginia, in which the said Edmund Christian, assignee of John L. Hudgins, is plaintiff, and Robert Hudgins, John L. Hudgins, Elliott W. Hudgins, and Albert G. Hudgins are defendants.

Said deponent, being first duly sworn on the Holy Bible, deposeth and saith in answer to the following interrogatories:

1st interrogatory propounded by Wyndham Kemp, counsel for the plaintiffs. Will state whether or not you are acquainted with the tract of land in the county of Matthews conveyed by John L. Hudgins to Robert Hudgins by deed bearing date the 21st day of February, 1842, and recorded 8th August, 1842; if so, will you state what you consider the annual value of the said land from the 8th day of August, 1842, to the 23rd day of February, 1843, and from the said 23rd day of February, 1843, to the time at which possession was delivered the plaintiff?

Answer. I should suppose $20 would be a fair rent from the 8th August, 1842, to the 23d February, 1843, and I suppose $100 would be a fair annual rent from the 23d Feb'y, 1843, up to the time possession was delivered the plaintiff.

2d interrogatory by the same. Will you state whether any, and, if any, what amount of profits were derived from the said tract of land between the 8th of August, 1842, and the 23rd of Feb'y, 1843; and, if so, by whom were they so derived or taken?

Answer. I do not know of any profits taken from said land during that period.

3rd interrogatory by the same. Will you state whether any profits have been derived or taken from the said land between the 23rd of February, 1843, and the time at which possession thereof was delivered to the plaintiff, Edmund Christian; if so, will you state the amount as nearly as you can of such profits, and by whom they have been derived or taken?

Answer. Thomas Hudgins, son of John L. Hudgins, has been living on said farm during that period, and has made crops of corn and oats from said farm, and shipped some corn, and sold oats made on said farm, but how much I do not know.

4th interrogatory by the same. Will you state, if you can, the number of hands usually employed by the said Thomas Hudgins in the cultivation of the said land?

Answer. I do not know.

5th interrogatory by the same. Will you state, if you can, whether any timber, rails, or lumber has been cut and carried off the said land at any time since the 8th of August, 1842, and before the delivery of the possession of said land to the plaintiff; and, if so, what amount or quantity has been cut and carried off, and by whom; and at what time it was so cut and carried off; and the value thereof?

As counsel for Robert Hudgins, I object to the above question, and any answer that may be given to it, on the ground that it is not worth the inquiry directed to be made by Com'r Watson of the rents and profits of the said land, but clearly excluded by the well-understood meaning of the terms of the order directing the accounts in this case.

JOHN T. SEAWELL.

Answer. I do not know of rails cut from said land during that period; but I know that about 30,000 or 40,000 staves were cut from the said land by Andrew Hudgins, son of John L. Hudgins, and shipped by him sometime in 1847, said staves worth from $8 to $10 pr. 1,000. I purchased 3 or 4 thousand feet of timber, at $10 pr. 1,000, of Andrew Hudgins, but I do not know where it was cut. I took it from a landing at the said farm, where other persons in the neighborhood were in the habit of shipping timber.

6th interrogatory by the same. Will you state where Andrew Hudgins resided at that time, and what was his usual employment?

Answer. He resided on that farm, and his employment was in getting timber, wood, and staves.

7th interrogatory by the same. Will you state, if you can, from what land he usually cut cimber, wood, and staves?

Answer. I do not know that he did cut any timber from the said land, except the staves before spoken of. I do not know that he cut any wood from the land, nor do I know he cut timber, wood or staves from any other land during that time.

8th interrogatory by the same. Will you state the number of hands employed by Andrew Hudgins in cutting timber, lumber, and wood, during the period aforesaid?

Answer. I do not know.

At this stage of the examination, there not being sufficient time before sundown to conclude the deposition of witness, the further examination is adjourned over until to-morrow, May 1st, 1849, to be continued at this place, between the same hours as heretofore; of which the said Edmund Christian and Robert Hudgins had notice, to wit, 9 a. m. and sunset.

Tavern of John Armistead, April 30th, 1849.

H. W. DAINGERFIELD, *Com'r.*

Pursuant to notice and adjournment on yesterday, I attended at this place, this morning at o'clock, and continued the examination of Baldwin Foster, witness on behalf of plaintiff, in the presence of Wyndham Kemp, counsel for Edmund Christian, and Robert Hudgins and John T. Seawell his counsel; which examination is as follows:

1st cross-question by John T. Seawell, counsel for Ro. Hudgins. You have stated that you know that staves, to the amount of 30,000 or 40,000, were cut from said land by Andrew Hudgins; will you state whether you have such a knowledge of the said land, its boundaries, &c., as to enable you to state this fact upon your own knowledge, or do you make it on the information of others; if made on the information of others, will you state who gave such information?

Answer. I do not know the boundaries of the said land, the line trees, &c. I understood from Andrew Hudgins that the staves I saw were cut from said land, the land of Robert Hudgins, conveyed as aforesaid by Jno. L. Hudgins.

2d question by the same. You have said that you gave $10 p'r thousand for the square timber you purchased from Andrew Hudgins, and that the staves were worth from eight to ten dollars p'r thousand; do you mean to say that they were worth that sum standing in the woods, or do you mean to say the timber and staves were worth that sum, after they were got up and hauled out or shipped to market?

Answer. They were worth that price on the landing, after they have been carted out.

3rd question by the same. Will you state what timber, fit to get such staves and square timber as you have spoken of, was worth, standing in the woods?

Answer. I think the trees, for the square timber, worth $3 per thousand; the stave timber, I suppose, worth the same price, though I am not very well acquainted with the price of stave timber.

And further this deponent saith not.

BALDWIN FOSTER.

Here follows the deposition of *Samuel Trader*, a witness of lawful age, taken in behalf of the same plaintiff, at the same place, pursuant to adjournment yesterday, on the 1st May, 1849.

1st interrogatory propounded by Wyndham Kemp, counsel for Edmund Christian, the plaintiff. Will you state whether or not you are acquainted with the tract of land in Mathews county, conveyed by John L. Hudgins to Robert Hudgins, by deed dated 21 February, 1842, and recorded in Matthews county court on 8th August, 1842; if so, will you state, as nearly as you can, the value of the profits derived from said land between the 8th of August, 1842, and 23rd February, 1843?

Answer. I am acquainted with the land, but know nothing of the profits taken therefrom during that period?

2 interrogatory by same. Will you state how long you have known the said land, and the value of the profits derived from it since you have known it, and by whom the profits or rent of said land may have been received?

Answer. I do not know.

3rd interrogatory by same. Will you state all that you may know of the sale of wood, timber and lumber from the said land, at any time since you have known it; the quantity sold, the value thereof, at what time, and by whom sold?

(As counsel for Robert Hudgins, I object to the foregoing question and any answer that may be given to it, responsive to the question, upon the ground that the evidence sought for is not within the scope of the decree in this cause, directing Com'r Watson to take an accout of the rents and profits of the land conveyed by John L. Hudgins to Ro. Hudgins, by deed, dated the 21 Feb'y, 1842.

JOHN T. SEAWELL.)

Answer. In 1845 I purchased about 6,000 feet of sqr. timber, for ship building, at $4 per thousand, of Andrew Hudgins, son of John L. Hudgins; this timber was cut by me from a part of the said land, as I was informed by Houlder Hudgins and John L. Hudgins, who owned land adjoining.

4th interrogatory by the same. Will you state whose land Andrew Hudgins represented to you that this land was, when he sold you the timber to which you refer?

Answer. He did not tell me.

And further this deponent saith not.

his
SAMUEL ⋈ TRADER.
mark.

At this stage of the examination, the further examination of witnesses in this cause is adjourned over until to-morrow, May 2nd, 1849, to examine at this place, between 9 o'clock a. m. and sunset of that day; of which notice is given.

John Armistead's tavern, Matthews C. H., May 1st, 1849.

H. W. DAINGERFIELD, *Com'r.*

MAY 2*nd*, 1849.

I attended at this place to-day, between the hours of 9 o'clock a. m. and sunset, and in the presence of Wyndham Kemp, counsel for

Edmund Christian, and Robert Hudgins and John T. Seawell his counsel, and proceeded with the examination of the following witnesses:

Tavern of John Armistead, Mathews C. H., May 2nd, 1849.

H. W. DAINGERFIELD, *Com'r.*

Here follows the deposition of *Lewis Hudgins*, a witness on behalf of said plaintiff, taken at the same place as foregoing, on this 2nd May, 1849, pursuant to adjournment yesterday, who was first duly sworn on the Holy Bible.

1st interrogatory propounded by Wyndham Kemp, counsel for the plaintiff, Edmund Christian. Will you state whether or not you are acquainted with the land in Matthews, conveyed by John L. Hudgins to Ro. Hudgins, by deed bearing date the 21 February, 1842, and recorded in the county court of Matthews, on the 8th day of August, 1842; if so, will you state, as nearly as you can, the annual value or rent of the said land from the period last mentioned, to June, 1848?

Answer. I am not. I have only been on the wood land attached to that tract.

2nd interrogatory by the same. Will you state, if you know, whether or not any wood, lumber or timber has been cut, carried off and sold from the said land, since the 21 Feb'y, 1842; if so, will you state what quantity has been so cut, carried off and sold, by whom, at what time it was so cut, carried off and sold, and the price at which the same may have been sold?

(As counsel for Ro. Hudgins, I object to the evidence sought by this question as to any damage done to the land by cutting, &c., as not embraced by the decree for an account of the rents and profits.

JOHN T. SEAWELL.)

Answer. I sent a man and had 12 oak and 8 pine trees cut from the said land, but I do not recollect the precise time they were cut, whether before or after 1842. I do not recollect the said trees were sold me by Thomas Hudgins, son of John L. Hudgins, who received the money for them. I think I paid said Thomas Hudgins at one time between $35 or $40, at another time about $25; he told me he received the money for his uncle, Robert Hudgins.

1st cross-interrogatory by John T. Seawell, counsel for Ro. Hudgins. You have said that you purchased some timber of Thomas Hudgins, from the land referred to in Mr. Kemp's first question; did you make that statement from your own knowledge of the said land, its boundaries, &c., or were you told it was said land by others?

Answer. I know nothing of the boundaries of said land myself, but was told it was that land by Thomas Hudgins, who went with me in the woods and showed me the boundaries.

And further this deponent saith not.

LEWIS HUDGINS.

Here follows the deposition of *Shepard G. Miller*, a witness on behalf of plaintiff, taken at the same time and place as foregoing, who was first duly sworn on the Holy Bible.

1st interrogatory propounded by Wyndham Kemp, counsel of the plaintiff, Edmund Christian. Will you state, whether or not you are acquainted with the land conveyed by John L. Hudgins to Robert Hudgins, by deed bearing date on the 31st February, 1842, and recorded on the 8th day of August, 1842, in the county court of Matthews county; if so, will you state the amount, value, or rent of said land from the 8th of August, 1842, to June, 1848?

Answer. I am partially acquainted with the said land; I do not know the boundaries; I have never been in the fields; have merely seen it from the road; I suppose the annual rent would be from $80 to $100 during the period referred to.

2d interrogatory by the same. Will you state, whether or not you know that any timber, lumber, or wood of any kind has been cut, carried off, or sold from the said land since the 21st February, 1842; if so, will you state by whom it may have been so cut, carried off, or sold; the time when, and the price, as nearly as you can, at which it was sold?

(As counsel for Robert Hudgins, I object to any answer given to the above question, because no account of the damages done the land is directed, but only an account of rents and profits.

JOHN T. SEAWELL.)

Answer. I know of none, except about 1,500 or 1,700 chestnut rails, at $15 per thousand, which I purchased of Thomas Hudgins in 1847, agent of Robert Hudgins, and for which I paid Robert Hudgins and Thomas Hudgins.

And further this deponent saith not.

SHEPARD G. MILLER.

Here follows the deposition of *George H. Moughon*, a witness on behalf same plaintiff, taken at the same time and place as the foregoing, to be read in the same cause, who was duly sworn on the Holy Bible.

1st interrogatory propounded by Wyndham Kemp, counsel of the plaintiff, Edmund Christian. Will you state, whether or not you are acquainted with the tract of land in Matthews county, conveyed by John L. Hudgins to Robert Hudgins, by deed bearing date of the 21st February, 1842, and recorded in Matthews county court on the 8th of August, 1842; if so, will you state the annual value or rent of the said land, from the 8th of August, 1842, to June, 1848?

Answer. I am acquainted with a large portion of the said land; and I suppose $200 to be a fair annual rent of the said tract.

2d interrogatory by the same. Do you know or not, that any timber, lumber, or wood, of any kind, has been cut, carried off, or sold from the said land since the 21st of February, 1842; if so, will you state the quantity, the time when it may have been so cut, carried off,

or sold; the person or persons by whom the said timber, lumber, or wood may have been cut, carried off, or sold; and the price at which it may have been sold?

(As counsel for Robert Hudgins, I object to any evidence of damage done to the land, as the order is only to settle an account of the rents and profits of the land.

JOHN T. SEAWELL.)

Answer. I know that in 1845 and '46, Andrew Hudgins, son of John L. Hudgins, sold some timber from the said land, but I do not know how much; I think about 35,000; this timber was sold to S. and J. Howland, and it was worth $8 per 1,000, which they paid for it.

1st cross-interrogatory by John T. Seawell, counsel for Robert Hudgins. You have stated that Andrew Hudgins sold timber from said land to the Howlands; do you state on your own knowledge that this timber was cut from the said land, or were you told this by any other persons?

Answer. I made the above statement upon my own knowledge.

2d question by the same. Will you state, whether or not you are acquainted with the lines between said land and the lands adjoining in the woods, so as to be able to state on what land any timber is that you might see in the body of woods, in which Mr. John L. Hudgins's timber land lay?

Answer. I do not know all the lines of the said land, but I am well acquainted with John J. Benke's land adjoining this land, and, from the location of this timber, I believe it was on the land of John L. Hudgins.

3d question by the same. You have stated the price of the timber sold by Andrew Hudgins to the Howlands at the landing, for $; will you state what the same timber was worth standing in the woods?

Answer. It was worth $4 per thousand.

And further this deponent saith not.

GEORGE H. MOUGHON.

Here follows the deposition of *Thomas F. Lewis*, witness on behalf of same plaintiff, taken at the same time and place as the foregoing, who was first duly sworn on the Holy Bible.

1st interrogatory by Wyndham Kemp, counsel of the plaintiff, Edmund Christian. Will you state, whether or not you are acquainted with the land in Matthews county, conveyed by John L. Hudgins to Robert Hudgins, by deed dated on the 21st February, 1842, and recorded in Matthews county court, on the 8th day of August, 1842; if so, will you state whether you know that any timber, lumber, or wood, of any kind, has been cut, carried off, or sold from the said land; and state the quantity cut, carried off, and sold; the time when; by whom

it may have been so cut, carried off, or sold; and the price at which it may have been sold?

(As counsel for Robert Hudgins, I object to this question, and any answer responsive to it, because it is not applicable to the account directed to be taken of the rents and profits of said land.

JOHN T. SEAWELL.)

Answer. I know the farm, but I do not know the boundaries; in 1842, I think, Andrew Hudgins (son of John L. Hudgins) and myself cut between 20,000 and 25,000 staves from said land; the timber for said staves was worth $3 per thousand, which I paid to John L. Hudgins; I saw Robert Wiatt cutting staves from the said land for Andrew Hudgins in 1846 or 1847; but do not know how many he cut.

1st cross-interrogatory by John T. Seawell, counsel for Ro. Hudgins. You have stated that you and Andrew Hudgins cut some staves in the woods on the land referred to by Mr. Kemp, conveyed by John L. to Ro. Hudgins; you also stated that you did not know the lines around said land; will you now say whether you know that this timber was cut on said land, of your own knowledge, or were you told so by Andrew Hudgins or any other person; do you know in fact whether it was on the land you have said it was, or any other land that John L. or Robert Hudgins owned in that body of woods?

Answer. I know it was on that land.

2d. question by the same. Will you state on which side of Main canal running through that large body of woods you cut this timber on, and how far from the opening on either side of the woods?

Answer. About middle way of the said woods, on the west side of said canal.

And further this deponent saith not.

THOMAS F. LEWIS.

Here follows the deposition of *Carter B. Hudgins*, witness on behalf of said plaintiff, taken at the same time and place as the foregoing, who was first duly sworn on the Holy Bible.

1st interrogatory propounded by Wyndham Kemp, counsel of the plaintiff, Edmund Christian. Will you state, whether you are acquainted with the tract of land conveyed by John L. Hudgins to Robert Hudgins, by deed dated the 21st of February, 1842, and recorded in the county court of Matthews county; if so, will you state whether any timber, lumber, or wood, of any kind, has been at any time cut, carried off, or sold from the said land; and if so, will you state the time when the same may have been cut, carried off, or sold; the quantity thereof; by whom it was so cut, carried off, or sold; and the price for which it was sold?

(As counsel for Robert Hudgins, I object to this question, and any answer responsive to it, because it is not applicable to the account directed to be taken of the rents and profits of the said land.

JOHN T. SEAWELL.)

Answer. I know the said tract of land and some of the boundaries; I know that timber has been cut therefrom; but do not know by whom it was cut; I have seen Andrew Hudgins's hands carting timber to the landing on said land; I carried about 5,000 feet of said timber from said landing for Andrew Hudgins in my vessel, which sold for $10 per 1000; it was worth $4 per 1000 standing in the woods.

2d interrogatory by same. What is a fair annual value or rent of said land from 1842 to June, 1848?

Answer. About $100.

And further this deponent saith not.

CARTER B. HUDGINS.

Here follows the deposition of *James Mathews*, a witness on behalf of said plaintiff, taken at the same time and place as the foregoing, who was first duly sworn on the Holy Bible.

1st interrogatory by same. You have heard the question propounded to Mr. C. B. Hudgins. Will you say how far you reside from the said land, and what you consider its annual value?

Answer. A little over a quarter of a mile. I think the average annual value of said land, from 1842, would be $175.

2nd interrogatory by the same. Will you state whether any timber, lumber or wood has been cut, carried off or sold from said land since 1842? if so, will you state by whom, when it was so cut, carried off or sold, the quantity cut, &c., and the price at which it may have been sold?

(As counsel for Robert Hudgins, I object to the above question and any answer responsive to it, as not applicable to the accounts directed to be taken of the *rents* and *profits* of the land.

JOHN T. SEAWELL.)

Answer. There has been considerable parcels of timber cut from said land, I think about 200,000 feet, by Andrew Hudgins, son of John L. Hudgins, J. and S. Howland, and others; the said timber was worth $4 pr. 1000, standing in the woods; said Andrew Hudgins and Thomas F. Lewis cut 16,000 or 17,000 staves, as I was informed by said Lewis; this timber was sold for $2 pr. 1000; Dr. Wm. A. Spencer purchased of Andrew Hudgins 10,000 staves at $10 pr. 1000, after they were cut—cut from the same land. There was another lot of 25,000 staves cut from said land by Andrew Hudgins, and carried to market by Capt. Kenny, worth $10 pr. 1000; also, about 70 or 75 cords of wood, cut by said Andrew Hudgins, and sold to Capt. Kenny at $1 50 pr. cord; that wood was worth 50c. pr. cord standing in the woods; Cray and others have cut another lot, of which I supposed to be 1000 cords of wood, which they purchased of said Andrew Hudgins. Lewis Hudgins purchased a lot of timber last fall of Thomas Hudgins, which was cut off the said land.

3rd interrogatory by the same. Do you know by what authority Andrew Hudgins cut and sold the timber and wood from the said land of which you have spoken?

Answer. I do not.

1st cross-interrogatory by John T. Seawell, counsel for Ro. Hudgins. You have made a general statement of various lots of timber cut by different persons from the said land; will you state how you got your information as to when it was cut, by whom, and the quantity so cut?

Answer. Howland and Andrew Hudgins told me; Andrew Hudgins sold said Howlands a lot of about 60,000 feet; in addition to that, Howland told me that he purchased another lot of 2 and 3 trees at a time for him to cut; I know that Andrew Hudgins and Thos. F. Lewis cut the lot of staves; I did not see the lot of staves sold Dr. Spencer cut, but believe they were cut off said land; I did not see the lot of staves cut that were shipped by Kenny, but said Andrew Hudgins told me they were cut from said land; I saw some of the cord wood, cut by Cray and others, on the land.

2 cross-interrogatory by same. You have stated that some little of the timber and wood was cut on said land of your own knowledge. Will you state whether you are acquainted with the lines of said tract of land so as to say, on your own knowledge, that said timber and wood *was* on it?

Answer. I think I am.

And further this deponent saith not.

JAMES MATHEWS.

Here follows the deposition of *Thomas J. Morris*, witness on behalf of said plaintiff.

1st interrogatory by Wyndham Kemp, counsel for Edmund Christian. Do you know of any timber being cut or sold from the said land? if yea, will you please state?

Answer. In 1847 I cut, for Thomas Hudgins, 16,000 feet timber from said land, which said Thomas Hudgins sold to Lewis Hudgins.

And further this deponent saith not.

THOMAS J. MORRIS.

For Robert Hudgins, it is objected to the reading of any answer in the foregoing depositions, stating the timber cut from said land by others than those who cut it, as they are the best evidence of the quantity so cut, and the nature thereof, and, indeed, of everything connected with it, and are not shown to be dead, or out of the reach of the court.

ROBERT HUDGINS.

May the 2nd, 1849.

MATHEWS COUNTY, *to wit:*

I, Henry W. Daingerfield, commissioner of the circuit superior court of law and chancery for the county of Mathews, to take depositions, do

certify, that in pursuance of the annexed notice, the foregoing depositions of Baldwin Foster, Samuel Trader, Lewis Hudgins, Shepard G. Miller, George H. Moughon, Thomas F. Lewis, Carter B. Hudgins, James Mathews, and Thomas J. Morris, witnesses on behalf of Edmund Christian, assignee in bankruptcy of John L. Hudgins, in a suit now depending in the circuit court of the United States for the fourth circuit and eastern district of Virginia, in which said Edmund Christian, assignee in bankruptcy of John L. Hudgins, is plaintiff, and Robert Hudgins, John L. Hudgins, Elliott W. Hudgins, and Albert G. Hudgins are defendants, were taken, sworn and subscribed to before me, at the time and place mentioned in said depositions; Wyndham Kemp, counsel for plaintiff; Robert Hudgins, J. T. Seawell, his counsel, and John L. Hudgins, being present; which sd. depositions being concluded, I now send and certify the same to the circuit court of the United States for the fourth circuit and eastern district of Virginia.

Given under my hand this 2nd May, 1849.

HENRY W. DAINGERFIELD,

Commissioner of the C. C. L. and C. M. C., to take depositions.

Endorsed:

"May 7th, 1849.

Opened by me in court.

JAMES D. HALYBURTON."

The following is a copy of a deposition filed in the cause on behalf of the defendants.

"*Depositions.*"

The deposition of R. R. Garrett and Howard O. Poole, of lawful age, taken before me, James M. Vaughan, a justice of the peace in and for the county of Elizabeth City, in the State of Virginia, agreeable to notice duly given, to take the evidence of the said R. R. Garrett and others, on the 19th day of November, in the year 1845, at the house of said Howard Pool, in the county of Elizabeth City, aforesaid, to be read in a cause now pending and undetermined in the circuit court of the United States in Richmond, Virginia, between Edmund Christian, assignee in bankruptcy for the eastern district of Virginia, and ass'ee of John L. Hudgins, plaintiff, and Robert Hudgins, defendant.

The said deponents being first duly sworn, on the said 19th day of November, 1845, at the house of said Howard Pool, between the hours of one and two o'clock p. m., deposed as follows, to wit:

Question by def't, Ro. Hudgins, to the deponent R. R. Garrett. Are you the same individual whose name is signed to a receipt given by John L. Hudgins, dated August 12, 1844, for the sum of fourteen hundred and twenty dollars, for the purchase of a tract of land in Mathews county called and known by the name of Belle Isle?

Answer. I am.

Question by the same. Did you see the said John L. Hudgins sign the said receipt, and acknowledge the same to be his act and deed?

Answer. I did.

Question by same. Did you see the sum of fourteen hundred and twenty dollars paid to the said John L. Hudgins by the said Robert Hudgins?

Answer. Robert Hudgins handed me the money and requested me to count the same. I did so, and handed the amount of fourteen hundred and twenty dollars to Mr. John L. Hudgins.

And further this deponent saith not.

R. R. GARRETT.

Question by the same to Howard O. Pool. Are you the same individual whose name is signed to a receipt given by John L. Hudgins, dated August 6th, 1844, for the sum of three thousand and fifty-five dollars, in part payment of a tract of land purchased from John L. Hudgins by Robert Hudgins, *know* and called Belle Isle, in the county of Mathews?

Answer. I am.

Question by the same. Did you see the said John L. Hudgins sign the said receipt, and acknowledge the same to be his act and deed?

Answer. I did.

Question by the same. Did you see the sum of three thousand and fifty-five dollars paid to John L. Hudgins by the said Ro. Hudgins?

Answer. I did; and, at the request of the said Robert Hudgins, I counted the money, and passed or handed it to John L. Hudgins, and saw him pocket it.

Question by the same. Did you hear the said John L. Hudgins acknowledge he had received a previous payment for the said tract of land?

Answer. I *do*; but for what amount my memory does not now serve. I've some indistinct recollection that the sum was seven hundred dollars.

And further this deponent saith not.

HOWARD O. POOLE.

ELIZABETH CITY COUNTY, *to wit:*

Personally appeared before me, a justice of the peace for the county aforesaid, R. R. Garrett and Howard O. Poole, and being first sworn, made oath that the above depositions signed by them are true.

Given under my hand, this 19th day of November, 1845.

JAMES M. VAUGHAN, *J. P.*

Endorsed:

"This deposition excepted to because taken without due and sufficient notice, and because not in the mode prescribed by the rules of the U.

States courts and the laws of Congress, and because there was no issue made up when this evidence was taken.

E. CHRISTIAN,
"29th Nov'r, 1845. *By his Counsel.*

"Opened in court.

JAMES D. HALYBURTON.

"29th Nov'r, 1845."

The notice, referred to in the caption, does not appear to have been returned with the deposition.

The following is a copy of a deposition filed in the cause on behalf of the defendants:

Deposition.

To Edmund Christian, general assignee of John L. Hudgins, in bankruptcy:

Take notice that I shall, on Monday, the 23rd day of February, 1846, proceed to take the depositions of Howard Pool and others, at the house of Robert Hudgins, in the county of Elizabeth City, to be read as evidence in a suit now pending in the circuit court of the United States for the eastern district of Virginia, in which you are plaintiff and I and others are defendants; and if from any cause the said depositions are not taken on that day, they will be taken at the same place on the succeeding day, and continued from day to day until they are completed.

ROBERT HUDGINS,
Endorsed: *By his Att'y.*

"The within left at my residence, Saturday the 14 day of Feb'y, 1846. EDMUND CHRISTIAN."

Deposition of Howard O. Poole,

Taken before me, James M. Vaughan, a justice of the peace in and for the county of Elizabeth City, in the State of Virginia, on the 23rd day of February, 1846, at the house of Robert Hudgins, in the said county, between the hours of sun-rising and setting of the same, pursuant to notice, duly given to and served on Edmund Christian, general assignee, and assignee of John L. Hudgins in bankruptcy, (and which notice is herewith annexed and returned,) to be read as evidence in a cause now pending and undetermined in the circuit court of the United States for the eastern district of Virginia, in which the said Edmund Christian, general assignee, and assignee of John L. Hudgins in bankruptcy, is plaintiff, and Robert Hudgins and others are defendants.

And the said Howard O. Poole, having been duly first sworn on the Holy Evangelists of Almighty God, deposeth and saith as follows, to wit:

1st question by the def't, Ro. Hudgins, to Howard O. Poole. Be pleased to state what your knowledge is of the receipt, purporting to be under the signature of John L. Hudgins, (now shown you,) dated August 6th, 1844, acknowledging the payment of three thousand and fifty-five dollars from the above named Robert Hudgins to the above named John L. Hudgins, and professing to be in part payment for a tract of land called Belle Isle, in the county of Matthews, and for other purposes in said receipt specified, to which your name is attached as a subscribing witness?

Answer of Howard O. Poole. The receipt, now before me, bearing date the 6th day of August, 1844, was drawn by me at the instance of the parties, to which receipt I subscribed my name as witness, having previously seen Mr. John L. Hudgins sign his name. The sum named in this receipt, of three thousand and fifty-five dollars, I saw paid by Robert Hudgins to John L. Hudgins, and, at the request of Robert Hudgins, I counted the money and tendered the same to John L. Hudgins, who put it in his pocket in my presence.

And further this deponent saith not.

HOWARD O. POOLE.

ELIZABETH CITY COUNTY, *to wit:*

I hereby certify, that the above deposition of Howard O. Poole was taken before me, in accordance with the statement signed by me as a justice of the peace, in and for the county above named.

In witness whereof I have set my hand and seal, this 23d day of February, 1846.

JAMES M. VAUGHAN, *J. P.* [SEAL.]

4th May, 1846.

The reading of this deposition is excepted to for want of sufficient notice.

J. M. PATTON, *P. q.*

Endorsed:

"Returned under seal and opened in court.

J. D. HALYBURTON.

"May 4th, 1846."

The following is a copy of an exhibit filed with the foregoing deposition of Howard O. Poole:

Exhibit.

Rec'd this day, August 6th, 1844, of Mr. Robert Hudgins, three thousand and fifty-five dollars, being in part payment for the tract of land which I sold to the said Robert Hudgins, known and called Belle Isle, in the county of Matthews; the same being in part payment for

the bonds executed by the said Robert Hudgins to me, for the said above-mentioned land.

Teste: JOHN L. HUDGINS.
HOWARD O. POOLE.

A copy.—Teste:

P. MAYO, *Clerk.*

Original, of which this is copy, delivered May 3, 1848, by order of court.

ELIZABETH CITY COUNTY, *to wit:*

I hereby certify, that the receipt, as above annexed, bearing date the 6th day of August, 1844, purporting a payment of three thousand and fifty-five dollars, in part payment for a tract of land, lying and being in the county of Matthews, known and called Belle Isle, under the signature of John L. Hudgins, is one and the same receipt and paper which was before me, in taking the deposition of Howard O. Poole, on the 23d day of February, 1846, and is the same receipt when the said witness *have* deposed in his deposition, is signed with the proper signature of the said John L. Hudgins.

Given under my hand and seal, this 23d day of February, 1846.

JAMES M. VAUGHAN, *J. P.* [SEAL.]

The following are copies of depositions filed in the cause on behalf of the defendants:

Depositions.

The deposition of Howard O. Poole, taken by consent of parties, at Burcher's tavern, in the town of Hampton, between the hours of nine o'clock in the morning and seven o'clock in the evening of the 16th May, 1848, to be used as evidence in a certain suit now pending in the circuit court of the United States for the eastern district of Virginia, in which Edmund Christian, marshal of the eastern district of Virginia, general assignee in bankruptcy, and assignee of John L. Hudgins, is plaintiff, and Robert Hudgins and others are defendants.

The deponent being first duly sworn, deposeth and saith as follows, in reply to the following inquiries propounded to him:

1st quest. by Robert Hudgins. Be pleased to examine the paper now presented to you, marked "Y, Y," and attached to this deposition, which paper purports to be a receipt executed the 6th day of August, 1844, by John L. Hudgins to Robert Hudgins, for the sum of three thousand and fifty-five dollars, in part payment for the tract of land called Belle Isle, alleged in said paper to have been sold by said John L. to said Robert Hudgins, and to which paper your name is

subscribed as a witness; and be pleased to tell us what you know in relation to the execution of said receipt, and in regard to the payment of the money therein mentioned.

Ans. In watermelon time, in the year 1844, and on the 6th of August in that year, as I am satisfied from an inspection of said receipt, I was passing by the residence of Mr. Robert Hudgins, in the county of Elizabeth City, when I was called by him to come into the house, which I did. I there found Mr. John L. Hudgins. They were about to eat a watermelon when I went into the house. I joined them in the business of the watermelon; and after that was disposed of, Mr. Ro. Hudgins said to John L. Hudgins that it was then as good a time, probably, as any to make that payment; and he thereupon produced and handed to me the amount of money mentioned in said receipt, (three thousand and fifty-five dollars,) and requested me to count it, which I did, and was about to hand it to him again, when he said it was for Mr. John L. Hudgins, and desired me to pass it to said Jno. L. Hudgins, which I did, and Jno. L. Hudgins pocketed it. Mr. John L. Hudgins then remarked that he was too tremulous to write, and I was thereupon requested by Mr. Robert Hudgins to write a receipt for said money—said Robert remarking to me at the time, "you can write a better hand than I can." I then wrote said receipt, which was executed by said John L. Hudgins, who subscribed his name thereto, and it was witnessed by myself. Something was said at the time in relation to a previous payment, or to previous payments, and some inquiry was suggested as to the propriety of having them incorporated into said receipt; but I advised that said receipt should not be clogged with anything but the payment then made, and my advice to that effect was adopted by the parties.

Cross-examined.

1 ques. Where did Robert Hudgins then reside?

Ans. On Back river, in Elizabeth City county, about three hundred yards from my house.

2 ques. Where did John L. Hudgins reside?

Ans. He was at that time on a visit in Eliz. City county. I don't know which of his relations here he was then visiting. I have understood he resided in Matthews county.

3 ques. Do you remember the amount of the previous payments which the parties referred to?

Ans. If the sums were named, I have no recollection of them.

4. What was the probable number and denomination of the notes that were submitted to you?

Ans. I have no recollection of the size of the notes, or of the banks which issued them.

5. Do you suppose there were as many as fifty different notes?

Ans. I should think there were fifty, if not more; some of them were new-looking notes.

6. Did Mr. Robert Hudgins, before you counted the notes, state to you the amount, or did he request you to ascertain it?

Ans. I think he made this remark to me—"I wish you to count this money: I have counted it; but I would rather you should," or words to that amount.

7. Were these notes taken by Robert Hudgins from a pocket-book, or merely rolled together and taken from his pocket?

Ans. I have now forgotten; I think if there had been a pocket-book, I should have seen it.

8. How long did John L. Hudgins remain in your neighborhood?

Ans. I cannot say what length of time he remained.

9. Did Robert Hudgins in your presence say when he expected to pay the residue of the money?

Ans. I don't recollect anything of that sort.

10. Do you remember whether Robert Hudgins was absent from his home shortly after that time?

Ans. I don't recollect whether he was, or was not.

11. Do you remember any sale, or sales, of property made by him about that time?

Ans. I do not; I think if there had been any sale of property on Back river, about that time, I should have known it.

12 qu. Were any bonds exhibited to you on that occasion, and was there any conversation about them?

Ans. I neither saw nor heard anything in relation to bonds on that occasion.

13. What relationship exists between Ro. and John L. Hudgins?

Ans. They are half-brothers, I think.

14. Had you any previous acquaintance with Jno. L. Hudgins?

Ans. I had—for several years.

15. Do you recollect how long it was before that time, that John L. Hudgins had been published in the papers as a bankrupt?

Ans. I never saw the notice; and was not aware until this moment that he had been declared a bankrupt.

Examination by Robert Hudgins resumed.

1st. Will you state, as near as your information will enable you, the amount of my estate, real and personal, in the county of Elizabeth City alone, in the month of August, 1844.

Ans. At the time alluded to in the question, Ro. Hudgins owned in Elizth. City county a tract of land called Gayles, which I have heard estimated at from 200 to 240 acres; another tract called Bushes, containing about one hundred and forty acres of arable land, and from sixty to seventy of marsh; then the third tract, on which he has built, of which I can speak with certainty, containing two hundred and fifty-six acres. I do not recollect whether the Hygeia hotel at Fort Monroe was then sold by said Hudgins and James M. Vaughan, who formerly owned it; but if they did not then own it, it had been recently sold by them. He had a large number of negroes and other property. I should

say that his property in Elizabeth City county, embracing that at Fort Monroe, at that time was worth about twenty-five thousand dollars.

Quest. by same. If Ro. Hudgins had not, at the time mentioned in the last question, sold his interest in the Hygeia hotel, as you intimate he may have done, will you say whether or not said hotel was considered profitable and productive of cash funds? Be pleased also to say whether the lands of Ro. Hudgins, which are mentioned by you above, are, or are not, productive of wheat, corn and other agricultural commodities, and also say whether or not the sales of wheat and other summer crops from said land would be likely to yield the proprietor one or two thousand dollars?

Ans. I should suppose said hotel was productive of cash funds, but to what extent know not: it has been a place of fashionable resort for some years, at which persons of wealth and fashion spend a part of the summer. In reply to the second branch of the inquiry, I say that his lands are productive in the various kinds of grain produced in this section of the estate, and I suppose that his summer crops would yield him two thousand dollars.

Quest. by same. At the time when said money was paid, and said receipt executed by you as aforesaid, are you sure whether or not any pocket-book was produced?

Ans. I am not sure; I think if there had been one, I should have seen it.

Quest. by same. Is it certain, that had a pocket-book been produced, it would have struck your notice—and if noticed by you at the time, may you not have since forgotten it?

Ans. I may have noticed it at the time, and forgotten it since.

Quest. by same. Do you know when the Hygeia hotel was sold by Hudgins and Vaughan?

Ans. I do not.

And further, this deponent saith not.

HOWARD O. POOLE.

The receipt "YY" referred to in the foregoing deposition, is the same receipt heretofore copied at page .

The deposition of *Richard R. Garrett*, taken at the same time and place and for the same purpose as the above deposition of Howard O. Poole.

The deponent, being first duly sworn, deposeth and saith as follows, in reply to the ensuing interrogatories propounded to him.

Question by Lem. J. Bowden, counsel for Ro. Hudgins. Be pleased to examine the receipt marked "XX," and say what you know about its execution and the attending circumstances?

Ans. All that I know about it is, that I was on a visit to Mrs. Winder, on Back river, Elizabeth City county. The morning after my arrival at Mrs. Winder's, Ro. Hudgins came to the house. (John L. Hudgins was at Mrs. Winder's when I got there.) After remaining there sometime, on said morning after my arrival, Robert Hudgins said to John L. Hudgins that he had gotten the money for

him, which, from the conversation, deponent understood was due for the purchase of property by Robert from John L. Hudgins. Some conversation occurred between them, and Mr. Robert Hudgins asked me to count the money he had for his brother; he requested me to count it, which I did, and handed it to John L. Hudgins. Mr. John L. Hudgins then remarked to me that he was a bad hand at writing, and requested me to write a receipt for said sum of money, which I did, and which is witnessed by me; it is said paper referred to in the question marked "XX." The amount of money paid I am not able to state with certainty, but know it was over a thousand dollars, and I have no doubt it was the precise amt. mentioned in said rect.

Cross-examined.

1 qu. Do you know the distance from Robt. Hudgins's farm to Mrs. Winder's?

Ans. About three miles.

2 qu. Had you met with Ro. Hudgins shortly before that time?

Ans. I had not.

3. Was not John L. Hudgins staying at Mrs. Winder's the evening you first arrived there?

Ans. He was there at that time; I don't know how long he had been there.

4. You have said that some conversation took place between Robert and John L. the next morning, in reference to the money; can you state the substance of it?

Ans. The substance of it was, so far as I recollect, that Robert Hudgins was prepared to pay him the amount he had agreed to pay him for the purchase of some property; that is as much as I recollect of it.

5. Did you do any more for the parties than to count the money handed to you, and write the receipt?

Ans. Nothing more.

6. Was any writing done by Robt. Hudgins, or John L. Hudgins, or did you do all that was done?

Ans. None was done by them that I recollect of; I did all that was done, except the signature to the receipt.

7. What was done with the money after you had counted it?

Ans. Mr. John L. Hudgins received the money, wrapped it up, and put it in his pocket.

8. Did he count it after you had counted it?

Ans. I don't recollect; I recollect that I handed him the money, and of his putting it in his pocket; he was looking over me during the time I was counting it.

9. Were any calculations of interest made by the parties while you were present?

Ans. I don't recollect.

10. Were any papers of any sort shown to you by either of them at the time?

Ans. None that I recollect of.

11. I perceive that the receipt, which is in your handwriting, states that the payment was "in full for the purchase of a tract of land in Matthews county," can you say whether John L. Hudgins directed you to state that that payment was in full; and if so, how he ascertained the fact?

Ans. I can only state that I wrote the receipt in conformity with their wishes; how he ascertained the fact the payment was in full I do not know.

12. I observe also that the receipt obliges John L. Hudgins to deliver certain bonds; do you know where those bonds were at the time?

Ans. I do not.

13. Did Robert Hudgins at that time demand the immediate delivery of the bonds?

Ans. I don't recollect whether he did or not.

14. Were you apprised of John L. Hudgins's application to be declared a bankrupt?

Ans. I was not at that time.

15. Can you state the probable number and denomination of the notes you counted?

Ans. I cannot?

16. How long did you remain at Mrs. Winder's after that time?

Ans. Two or three days.

17. Did John L. Hudgins remain there while you stayed?

Ans. I don't recollect.

18. How long after the counting of the money did Ro. Hudgins stay?

Ans. I don't recollect; he left in the course of the day; at what time, I don't remember.

19. Where is John L. Hudgins now residing?

Ans. I presume he considers Matthews his place of residence. He sometimes stays in this county at his son's; sometimes in York, with another son, and sometimes in Matthews, with another son.

20. Who now resides upon the Belle Isle farm in Matthews?

Ans. I understand that two of the sons of John L. Hudgins, Thomas and Andrew, reside there.

21. Is it to that farm you refer, when you say he sometimes stays with his son in Matthews?

Ans. Yes, sir.

Examination resumed by Ro. Hudgins.

1st quest. Are you acquainted with Dr. Howard C. Poole, whose deposition has been given in this cause to-day; if yea, say what is his character and standing?

Ans. I have known Dr. Poole for the last fifteen years, and there is no person in this county who stands higher than he does as a man of character and a gentleman.

Quest. What is your present occupation and where is your residence? State whether or not you have held any public station or office.

Ans. My present occupation is that of a farmer; I am a resident and a magistrate of York county. For the last four sessions I have been a member of the Virginia senate, representing the Accomack district.

Quest. Has Ro. Hudgins any real estate in York county?

Ans. Yes, he has a considerable real estate there?

Quest. When you say that two sons of John L. Hudgins reside at Belle Isle, do you mean to say that they have the control of said farm as their own property, or do you know the terms on which they reside there; whether as renters, managers for Ro. Hudgins, or in what capacity?

Ans. I know nothing about it, except that I have understood they reside on the place.

And further this deponent saith not.

R. R. GARRETT.

The above depositions of Howard O. Poole and Richard R. Garrett, taken according to the caption with our consent.

Given under our hands this 16th day of May, 1848.

L. J. BOWDEN,
Att'y for Ro. Hudgins.
JOHN S. MILLSON,
Counsel for Maj. E.

ELIZABETH CITY COUNTY, *to wit:*

The annexed depositions of Howard O. Poole and Richard R. Garrett, taken, sworn to and subscribed before me, a justice of the peace for said county, according to the caption, and in conformity to the agreement of parties, testified to by the annexed certificate signed by Lemuel J. Bowden and John S. Millson, attorneys for the parties taking said depositions.

Given under my hand and seal this 16th day of May, 1848.

JAMES M. VAUGHAN, *J. P.* [SEAL.]

Endorsed:

"Nov. 27th, 1848, opened in court.

JAMES D. HALYBURTON."

"XX."

AUGUST 12th, 1844.—Rec'd this day of Robert Hudgins, of Elizabeth City county, fourteen hundred and twenty dollars in full, for the purchase of me of a tract of land in Matthews' county, commonly called and known by the name of Belle Isle, it being the same land